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STATE OF CALIFORNIA
PUBLIC EMPLOYMENT RELATIONS BOARD
UNFAIR PRACTICE CHARGE

DO NOT WRITE IN THIS SPACE:

Case No:

Date Filed:

INSTRUCTIONS: File this charge form via the e-PERB Portal, with proof of service. Parties exempt from using the e-PERB Portal may file the original charge in the appropriate PERB regional office (see PERB Regulation 32075), with proof of service attached. Proper filing includes concurrent service and proof of service of the charge as required by PERB Regulation 32615(c). All forms are available from the regional offices or PERB's website at www.perb.ca.gov. If more space is needed for any item on this form, attach additional sheets and number items.

IS THIS AN AMENDED CHARGE? YES ☒ If so, Case No. SF-CE-1462-H NO ☐
1. CHARGING PARTY: EMPLOYEE ☐ EMPLOYEE ORGANIZATION ☒ EMPLOYER ☐ PUBLIC¹ ☐

a. Full name: UAW Local 4811 (See Attachment A for full name)

b. Mailing address: 2730 Telegraph Ave., Floor 1, Berkeley, CA 95705

c. Telephone number: (510) 549-3863

d. Name and title of person filing charge: Margo A. Feinberg, Attorney
Telephone number: 323-655-4700

E-mail Address: margo@ssdslaw.com

Fax No.:

e. Bargaining unit(s) involved: BX/BR, AR, and PX Bargaining Units

2. CHARGE FILED AGAINST: (mark one only) EMPLOYEE ORGANIZATION ☐ EMPLOYER ☒

a. Full name: Regents of the University of California

b. Mailing address: 1111 Franklin Street, 8th Floor, Oakland, CA 94607

c. Telephone number: (510) 987-9220

d. Name and title of agent to contact: Daniel Menezes, Chief Negotiator
Telephone number: (510) 987-9144

E-mail Address: daniel.menezes@ucop.edu

Fax No.:

3. NAME OF EMPLOYER (Complete this section only if the charge is filed against an employee organization.)

a. Full name:

b. Mailing address:

4. APPOINTING POWER: (Complete this section only if the employer is the State of California. See Gov. Code, § 18524.)

a. Full name:

b. Mailing address:

c. Agent:

¹ An affected member of the public may only file a charge relating to an alleged public notice violation, pursuant to Government Code section 3523, 3547, 3547.5, or 3595, or Public Utilities Code section 99569.

5. GRIEVANCE PROCEDURE

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Are the parties covered by an agreement containing a grievance procedure which ends in binding arbitration?

Yes ☒ No ☐

6. STATEMENT OF CHARGE

a. The charging party hereby alleges that the above-named respondent is under the jurisdiction of: (check one)

- ☐ Educational Employment Relations Act (EERA) (Gov. Code, § 3540 et seq.)
- ☐ Ralph C. Dills Act (Gov. Code, § 3512 et seq.)
- ☒ Higher Education Employer-Employee Relations Act (HEERA) (Gov. Code, § 3560 et seq.)
- ☐ Meyers-Milias-Brown Act (MMBA) (Gov. Code, § 3500 et seq.)
- ☐ A Covered Public Utilities Code Transit Employer (BART (Pub. Util. Code, § 28848 et seq.), Orange County Transportation Authority (Pub. Util. Code, § 40000 et seq.), and supervisory employees of the Los Angeles County Metropolitan Transportation Authority (Pub. Util. Code, § 99560 et seq.)).
- ☐ Trial Court Employment Protection and Governance Act (Trial Court Act) (Article 3; Gov. Code, § 71630 – 71639.5)
- ☐ Trial Court Interpreter Employment and Labor Relations Act (Court Interpreter Act) (Gov. Code, § 71800 et seq.)

b. The specific Government or Public Utilities Code section(s) or PERB regulation section(s) alleged to have been violated is/are:

Gov. Code §§ 3550, 3553, 3560(e), 3565, 3570, and 3571(a), (b), and (c); PERB Reg. 32611(a)-(b)

c. For MMBA, Trial Court Act and Court Interpreter Act cases, if applicable, the specific local rule(s) alleged to have been violated is/are **(a copy of the applicable local rule(s) MUST be attached to the charge):**

d. Provide a clear and concise statement of the conduct alleged to constitute an unfair practice including, where known, the time and place of each instance of respondent's conduct, and the name and capacity of each person involved. This must be a statement of the facts that support your claim and *not conclusions of law*. A statement of the remedy sought must also be provided. *(Use and attach additional sheets of paper if necessary.)*

See Attachment A

DECLARATION

I declare under penalty of perjury that I have read the above charge and that the statements herein are true and complete to the best of my knowledge and belief and that this declaration was executed on May 17, 2024

at Los Angeles, California

(Date)

(City and State)

Margo A. Feinberg

(Type or Print Name)

Margo A. Feinberg
(Signature)

Title, if any: Attorney for Charging Parties

Mailing address: 6300 Wilshire Boulevard, Suite 2000

Los Angeles, CA 90068

Telephone Number: 323-655-4700

E-Mail Address: margo@ssdslaw.com

ATTACHMENT A TO AMENDED UNFAIR PRACTICE CHARGE

1(a). Charging Party

Full name: International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), AFL-CIO and its Local Union 4811.¹

6(d). Statement of the Conduct Constituting an Unfair Practice

I. Introduction and Summary of Charges

University employees represented by UAW Local 4811 should not be ***forcibly arrested and deprived of their very liberty*** for participating in a non-violent political protest on campus. Yet, that is the outrageous and extreme course of action that the Regents of the University of California (“University” or “UC”) has followed at UCLA, UC San Diego, and UC Irvine to suppress the speech of its workers who are engaged in concerted activity relating to their terms and conditions of employment.

The University requested this forceful police intervention against peaceful employee protesters at UCLA one day after it ***shamefully allowed and condoned a violent attack*** against the same peaceful protesters by a large mob of anti-Palestinian attackers, waiting over two hours after the attack began before requesting police intervention. The University has further ***issued suspension notices to peaceful protesters*** at UC San Diego and UC Irvine, an unprecedented penalty previously reserved only for the most egregious misconduct. This disparate, content-based disfavor toward pro-Palestine speech is an affront to the rights of employees to engage in peaceful protest.

The University's conduct violated the Higher Education Employer-Employee Relations Act (“HEERA” or the “Act”) prohibition on retaliating against employees for engaging in concerted actions related to working conditions. In addition to standing in solidarity with the people of Palestine, the ***employees were demanding numerous workplace-related changes***. These included empowering researchers to opt out from funding sources tied to the military or oppression of Palestinians; opposing the discrimination and hostile work environment directed towards Palestinian, Muslim, and pro-Palestine Jewish employees and students; and requesting the disclosure and divestment of University funds from Israel's war effort. By summoning the police to forcibly arrest and/or issuing interim suspensions to these employees, and further retaliating against workers for peacefully protesting against these arrests and suspensions, the University has violated employee rights under HEERA.

The University's conduct further constitutes an unlawful departure and unilateral change from its existing discipline and workplace free speech policies without providing notice or bargaining. In doing so, it violated its policy of content neutrality toward speech by favoring those engaged in anti-Palestine speech over those engaged in pro-Palestine speech. It went

¹ Former UAW Locals 2865 and 5810 recently merged and became UAW Local 4811.

further by unilaterally changing workplace policies by *prohibiting pro-Palestine speech at the worksite*. UCLA used its powers to not only change policy but then, in an unprecedented act, used brute force and police intervention to prevent students and workers from exercising what have been historic rights at the University. The University also sent a mass communication related to these events that wrongfully interferes with employee rights and wrongfully attempts to undermine UAW Local 4811.

As further detailed below, the University has violated California Government Code sections 3550, 3553, 3560(e), 3565, 3570 and therefore HEERA sections 3571(a), (b), and (c), and the Prohibition on Public Employers Deterring or Discouraging Union Membership ("PEDD"), PERB Regulation 32611(a)-(b).

II Unlawful Conduct at UCLA

A. The University Interferes with and Retaliates Against Bargaining Unit Members for Exercising Their Rights to Engage in Peaceful Political Protest Related to Their Terms and Conditions of Employment

On or about April 25, 2024, University students and employees, including employees in bargaining units represented by UAW Local 4811, set up around 30 tents in front of Royce Hall at Dickson Plaza on the UCLA campus (the "UCLA Palestine Solidarity Encampment").² The UCLA Palestine Solidarity Encampment announced that they had organized the encampment in solidarity with people of Palestine, while also making specific demands on the University related to their terms and conditions of employment. These workplace demands included creating an employee personal conscious right to opt out of participation in military-funded research as part of employment; opposing the discrimination and hostile work environment directed towards Palestinian, Muslim, and pro-Palestine Jewish employees and students; requesting the disclosure and divestment of University funds from Israel's war effort; and opposing the University's disparate negative treatment of employee pro-Palestine speech in the workplace.

On April 30, 2024, the University provided notice to the UCLA Palestine Solidarity Encampment informing them that their protest was "unlawful and violates university policy" and could result in suspension or expulsion.³

On the night of April 30, 2024, at approximately 10:30 p.m., after UCLA erroneously declared the protest unlawful, a large group of anti-Palestine counter-protesters violently attacked the UCLA Palestine Solidarity Encampment and the employees within it. These counter-protesters, who were wearing masks to conceal their identity, attempted to storm the

² "UCLA community organizes encampment in response to national call for escalation," *Daily Bruin*, April 25, 2024, <https://dailybruin.com/2024/04/25/ucla-community-organizes-encampment-in-response-to-national-call-for-escalation>

³ "UCLA declares encampment unlawful, states potential consequences for participants" *Daily Bruin*, April 30, 2024, <https://dailybruin.com/2024/04/30/ucla-declares-encampment-unlawful-states-potential-consequences-for-participants>

encampment by force. They sprayed chemical irritants onto the protesters, beat them with sticks, and launched fireworks directly into the encampment, causing severe injuries.⁴

The University failed to respond to this violent conduct and protect their employees engaged in peaceful political protest. The few UCLA police officers on-site quickly retreated, and the on-site security guards hired by UCLA stood by and watched the chaos, choosing instead to protect the University's property instead of its employees.⁵ The University failed to request law enforcement support to stop the violent attack until 12:45 a.m., over two hours after the attacks began.⁶ Police did not begin moving into the area to quell the violent attacks until after 1:30 a.m., at which point many of the counter-protesters had already fled.⁷ Based on the Union's knowledge, no individuals have been arrested in relation to the attack on the April 30, 2024.

In contrast to the lack of police response to the violent attack by anti-Palestine counter-protesters on April 30, 2024, the University summoned a massive number of police officers on the evening of May 1, 2024 for the purpose of ejecting and arresting the employees engaged in peaceful protest in the UCLA Palestine Solidarity Encampment.⁸ At around 5:50 p.m. on May 1, 2024, the UCLA Police Department ordered the employees and students in the Solidarity Encampment in Dickson Plaza to disperse.⁹ The police issued another dispersal order at 12:30 a.m. and included the warning protesters "risk serious injury" if they fail to leave the area.¹⁰ By about 1:20 a.m. on May 2, 2024, police officers began sweeping the encampment and arresting protesters.¹¹ At around 2:50 a.m., police in riot gear began to engage with the protesters, and at 3:20 a.m. ten loud noises, believed to be police flash bang grenades, occurred in rapid succession.¹² At this point, police began arresting and zip tying the employee and student protesters. Over two hundred protesters, including employees in bargaining units represented by UAW Local 4811, were ultimately arrested.

Police officers used unnecessary force in ejecting and arresting the employee protesters on the night of May 1 and early morning of May 2, 2024. Officers pointed guns loaded with rubber bullets at the protesters, despite pleas for them to stop.¹³ The police ultimately fired

⁴ "How Counter-protesters at UCLA Provoked Violence, Unchecked for Hours," *NY Times*, May 3, 2024, <https://www.nytimes.com/interactive/2024/05/03/us/ucla-protests-encampment-violence.html>

⁵ "'Unacceptable': Why it took hours for police to quell attack at UCLA pro-Palestinian camp," *LA Times*, May 2, 2024, <https://www.latimes.com/california/story/2024-05-01/why-did-it-take-police-so-long-to-end-the-violent-clashes-at-ucla>

⁶ *Id.*

⁷ *Id.*

⁸ "Hundreds of protesters detained after police breach pro-Palestine encampment at UCLA," *Daily Bruin*, May 3, 2024, <https://dailybruin.com/2024/05/02/lapd-breaches-palestine-solidarity-encampment-at-ucla-in-dispersal-attempt>

⁹ *Id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

several rounds of rubber projectiles at protesters, causing severe injuries.¹⁴ According to the LA Times, one man shot with a rubber projectile round needed surgery on his finger, which was so badly hurt that doctors considered amputation.¹⁵ Another man required 11 staples and 4 stitches at a hospital to close a wound after he was hit by a police rubber bullet.¹⁶

B. The University Unilaterally Changed the Terms and Conditions of Employment Regarding Employees' Rights to Protest Peacefully at the Worksite

Under existing University policy, employees have the right to engage in peaceful protest at the worksite and the University is obligated to respond to non-violent employee protests with de-escalation and minimal outside police presence. The University is further prohibited from banning or disfavoring speech because of the content of its message, while required to prioritize prevention of violent crime over the enforcement of non-violent offenses. These policies include but are not limited to the University's 2021 policy "UC Community Safety Plan"¹⁷ and UCLA's 2010 policy "UCLA Regulations on Activities, Registered Campus Organizations, And Use Of Properties."¹⁸

However, through its actions on April 30, May 1, and May 2, 2024, the University unilaterally changed its campus policies on employee speech without providing notice to the UAW Local 48111 or the opportunity to bargain. As detailed above, the University favored anti-Palestine speech when waiting nearly two hours to call for police to respond to a violent attack by anti-Palestine counter-protesters in the middle of the night, then decided the very next day to request a massive outside police contingent to confront peaceful pro-Palestine protestors with riot gear and rubber bullets.

The University's 2021 UC Community Safety Plan states, "[t]he University will prioritize deterrence and violent crime prevention over the enforcement of non-violent minor offenses."¹⁹ The Policy further states, "[t]he University will reinforce existing guidelines that minimize police presence at protests, follow de-escalation methods in the event of violence and seek non-urgent mutual aid first from UC campuses before calling outside law enforcement agencies."²⁰ The University unilaterally changed this policy when it failed to intervene to stop the violent

¹⁴ "Police report no serious injuries. But scenes from inside UCLA camp, protesters tell a different story," *LA Times*, May 3, 2024, <https://www.latimes.com/california/story/2024-05-03/injuries-during-clearing-of-ucla-encampment>

¹⁵ *Id.*

¹⁶ *Id.*

¹⁷ "UC Community Safety Plan," *University of California*, 2021, p. 4, <https://www.ucop.edu/uc-operations/systemwide-community-safety/policies-and-guidance/community-safety-plan/uc-community-safety-plan.pdf>

¹⁸ "UCLA Regulations on Activities, Registered Campus Organizations, And Use of Properties," *UCLA*, July 20, 2010, <https://equity.ucla.edu/wp-content/uploads/2017/05/UCLA-TPM-Regulations.pdf>

¹⁹ UC Community Safety Plan, p. 4

²⁰ *Id.*

attacks on April 30, 2024, then called in police to eject and arrest the non-violent protesters on May 1 and 2, 2024. The University further modified this policy on May 1 and 2, 2024, when it chose to call outside law enforcement, instead of mutual aid from other campuses, to confront, eject, and arrest peaceful protesters.

UCLA's 2010 campus speech regulation states in its introduction that "[f]ree and open association, discussion and debate are important aspects of the educational environment of the University, and should be actively protected and encouraged, even where the positions advocated are controversial and unpopular."²¹ This regulation applies to "the rights and responsibilities of all members of the University community, including...employees," and states that on University grounds generally open to the public individuals "may assemble and engage in discussion or non-amplified speech."²² The policy further requires that all time, place, and manner restrictions shall not be based on the content of the speaker's message, as required by the U.S. Constitution.

On October 2, 2023, UCLA reaffirmed its employee speech policy, stating that the University is barred "from prohibiting speech or other forms of expression based on the viewpoint of the speaker. The right to freedom of speech secured by the First Amendment is held by students, faculty and staff."²³ The statement went on to affirm that this policy applies even in cases in which the speaker presents ideas that some people find offensive.

On October 25, 2023, UCLA further explained its policy against content-based restrictions, while citing to its 2010 speech regulation:

Content-based restrictions are generally unconstitutional. Thus, if a university wants to ban speech because of the content of the message (e.g., speech about abortion, or affirmative action, or Middle East politics), it is really, really hard to do consistent with the First Amendment.²⁴

Thus, under existing University policy, employees had the right to engage in peaceful protest at the worksite. However, when faced with the UCLA Palestine Solidarity Encampment, UCLA unilaterally changed its workplace free speech policies. In so doing it violated its policy of content neutrality toward speech by favoring those engaged in anti-Palestine speech over those engaged in pro-Palestine speech. It went further by unilaterally changing workplace policies by prohibiting pro-Palestine speech at the worksite. UCLA used its powers to not only change policy but then, in an unprecedented act, used brute force and police intervention to prevent students and workers from exercising what have been existing employee rights at the University.

²¹ UCLA Regulations on Activities, Registered Campus Organizations, And Use of Properties, p. 1

²² *Id.*, p. 1, 12.

²³ "Rights and Responsibilities Related to Free Expression," *UCLA*, October 2, 2023, <https://evcp.ucla.edu/announcements/2023-24/rights-and-responsibilities-related-to-free-expression/>

²⁴ "Free Speech on Campus, The Basics, The Myths, The Challenges," *UCLA*, October 25, 2025, p. 4-5, <https://ucla.app.box.com/v/free-speech-on-campus>

C. The University Unilaterally Changed the Terms and Conditions of Employment Regarding Teaching and Work Obligations

In response to the UCLA Palestine Solidarity Encampment, on May 2, 2024, the University unilaterally announced several changes that impacted UAW Local 4811 bargaining unit members' teaching and work obligations, including but not limited to changing employee schedules, hours, and workloads.

First, on May 1, 2024, at 8:00 a.m., the University cancelled all classes scheduled to occur on May 1, 2024.²⁵ This change materially affected the working conditions of UCLA Teaching Assistants, as well as other graduate student employees in the BX/BR bargaining unit, represented by UAW Local 4811. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

Second, on May 1, 2024 at 6:30 p.m., the University announced that all classes scheduled for May 2 and 3, 2024 were required to switch to online remote instruction.²⁶ This change also materially affected the working conditions of UCLA Teaching Assistants, as well as other graduate student employees in the BX/BR bargaining unit, represented by UAW Local 4811. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

Third, on or about May 1, 2024, the University announced that previously scheduled midterm exams for many classes would be delayed.²⁷ This change materially affected the working conditions of UCLA Teaching Assistants, as well as other graduate student employees in the BX/BR bargaining unit, represented by UAW Local 4811. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

III. Unlawful Conduct at UC San Diego

A. The University Requests Police Intervention Against Unit Members at UC San Diego In Retaliation for Exercising Their Rights to Engage in Peaceful Political Protest Related to Their Terms and Conditions of Employment

On or about May 1, 2024, University students and employees, including employees in bargaining units represented by UAW Local 4811, set up tents and established the "Gaza Solidarity Encampment" on the UC San Diego campus outside the Student Health and Wellness Center along Library Walk. The Gaza Solidarity Encampment announced that they had organized the encampment in solidarity with people of Palestine, while also making specific demands on the University related to their terms and conditions of employment. These workplace demands included empowering researchers to opt out from funding sources tied to the

²⁵ Campus Activity Updates, <https://bso.ucla.edu/>

²⁶ *Id.*

²⁷ "Before the Violence, U.C.L.A. Thought a Tolerant Approach Would Work," *NY Times*, May 1, 2024, <https://www.nytimes.com/2024/05/01/us/ucla-classes-protests.html>

military or oppression of Palestinians; opposing the discrimination and hostile work environment directed towards Palestinian, Muslim, and pro-Palestine Jewish employees and students; requesting the disclosure and divestment of University investments in weapons manufacturers, military contractors, and companies profiting from Israel's war on Gaza; supporting employees' right to free speech and political expression on campus; and amnesty for all employees who face disciplinary action or arrest due to protest.

On May 1, 2024, University Chancellor Pradeep K. Khosla emailed all UC San Diego employees and students. The email declared that the encampment "is a violation of university policy" and stated that sanctions for violating University policy include "interim suspension, suspension, dismissal or legal action."

On May 5, 2024, Chancellor Khosla emailed all UC San Diego employees and students to declare the encampment was "unlawful" and stated, without any explanation, that the encampment "is not a peaceful protest." Also on May 5, 2024, protesters reported being threatened by a counter-protester who menaced protesters with an 80-pound German Shepherd on a leash and stated his dog would eat alive a counter-protester's 18-pound dog. Based on the Union's knowledge, the University has taken no action regarding this counter-protestor.

On May 6, 2024, at approximately 5:45 a.m., police officers erroneously declared the Gaza Solidarity Encampment an unlawful assembly and that the protesters could be subject to tear gas and arrest if they did not leave the encampment. At approximately 6 a.m., over one hundred police officers dressed in riot gear from University of California Police, California Highway Patrol and the San Diego County Sheriff's Department stormed the Gaza Solidarity Encampment and began making arrests.

As part of the arrests, police officers hit the peaceful protestors with wooden batons, shoved them with direct physical force, and sprayed chemical irritants on them, resulting in injuries to multiple UAW Local 4811 members. At least one undergraduate student sustained injuries requiring hospital treatment.

Overall, the police arrested 65 protestors, including University employees represented by UAW Local 4811, and charged them with misdemeanor offenses including Penal Code § 409 (Remaining at the scene of an unlawful assembly), Penal Code § 148(A)(1) (Resisting an officer), and San Diego Municipal Code § 54.01101 (Unauthorized encroachment of a public right of way). After arresting the protestors, the police detained the individuals in the Price Center, UC San Diego's student center. During the detainment, the authorities denied an arrested UAW Local 4811 member access to their diabetes medication, risking serious harm.

The University's request for police intervention against peaceful employee protestors constitutes retaliation against UAW Local 4811 members for engaging in protected concerted protest activity in violation of HEERA.

B. The University Disciplines and Suspends Unit Members at UC San Diego in Retaliation for Exercising Their Rights to Engage in Peaceful Political Protest Related to Their Terms and Conditions of Employment

In an outrageous response to peaceful protest activity, the University has issued interim suspension notices "effective immediately" to student employees, a discipline previously reserved only for the most egregiously dangerous misconduct. This harsh penalty is completely out of proportion with the minor alleged infractions and constitutes retaliation against student employees for exercising their employee rights under HEERA.

Immediately following the arrests on May 6, 2024, the University issued notices of student discipline under the UC policy on Student Conduct and Discipline to each of the graduate student employees arrested. These disciplinary notices purport to institute an "immediate interim suspension" in their capacity as students. Yet the University subsequently informed the employees that as a result of the student suspension, employees were also suspended from their employment.

The disciplinary notice constituted a pre-printed form with personal details about the arrestee handwritten in. The Notice lists six possible offenses, some or all of which were checked off in handwriting. The possible offenses listed included: "PPM 516-10.3 Camping," "PPM 510-1 IX Unreasonably disrupting or interfering with university business," "PACAOS 102.09 Harassment," "PACAOS 102.12 Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other university activities;" "PACAOS 102.15 Participation in a disturbance of the peace or unlawful assembly;" and "PACAOS 102.16 Failure to comply with the directions of a University official or other public official acting in the performance of his or her duties while on University property." The completed form with the arrestee's name and the checked offenses committed was physically handed to the arrestee at the time of their release from police custody.

Later the same day, the University sent via email a notice of interim suspension to at least forty individuals, including graduate student employees represented by UAW Local 4811. (Exhibit 1, UCSD Notice of Interim Suspension) The email stated the individual "participated in the encampment located on Library Walk until it was dispersed today" and that "[t]he information described above, if true, provides cause to believe that your continued presence at UC San Diego is reasonably likely to lead to physical harm to any person or property, threats of violence, conduct that threatens the health or safety of any person, or other disruptive activity incompatible with the orderly operation of the campus." The notice provided no explanation of how a peaceful protest encampment justifies a suspension or is reasonably likely to lead to physical harm, threats of conduct, or other conduct threatening the health or safety of any person. The suspension was "effective immediately."

The University also suspended at least one University employee *who was not even arrested* on May 6, 2024 or any other day. This employee's interim suspension notice was substantially identical to other notices issued, with the only allegation being "you co-lead and participated in the encampment located on Library Walk until it was dispersed today."

On May 7, 2024, the University sent an updated Notice of Interim Suspension, which included *post-hoc* information about items recovered from the Gaza Solidarity Encampment. (Exhibit 2, Updated Notice of Interim Suspension) This information was added to all of the

notices, without any attempt to identify if these items belonged to the individuals being suspended.

The interim suspensions constitute a shocking level of retaliation against peaceful protest activity. The University has previously reserved this penalty for serious and imminently dangerous misconduct, such as bringing an assault weapon to campus or rape.²⁸ UC San Diego issued 16 interim suspensions all of last year yet has issued 40 in just the past week for conduct related to the Pro-Palestine protests.²⁹ Such extreme disciplinary measures in response to peaceful protest activity suppress free expression of ideas and violate the First Amendment, in addition to being retaliation against protected concerted activity in violation of HEERA.

Under UC San Diego policy, the consequences for the suspension also include eviction from University housing. (Exhibit 3, UC San Diego Academic Integrity Office, Suspension: Housing FAQ) The UC San Diego's Suspension FAQ states:

[Question:] I have been suspended but I currently live on campus. Do I have to move?

[Answer:] University housing is reserved only for currently enrolled students so yes, you must move out of campus housing.

[Question:] Can I move back on campus at the end of my suspension?

[Answer:] You will have to apply for on-campus housing when you return from your suspension. Note that due to the limited amount of housing available on campus, you will need to add your name to the housing waitlist...

(Exhibit 3) While UC San Diego has not applied this policy to the suspended employees yet, this harsh threat is completely out of proportion to the minor alleged infractions listed on the notice of suspension.

The University has also informed the suspended student employees that they have been suspended from their employment as well. This is consistent with the suspension notice, which states the student employees are "prohibited from attending any classes, entering University facilities, and participating in any University-Supported Activities." (Exhibit 1) The email added that "failure to follow this prohibition may subject you to arrest and/or a misdemeanor charge." (Exhibit 1) Bargaining unit members have spent years of hard work in excelling academically to reach this point, and their careers must not be jeopardized and put into peril because they chose to exercise their right to collectively voice concerns regarding employment-related issues.

²⁸ Student Protesters Face Same Suspensions as Those Who bring assault rifles to campus," *LA Times*, May 9, 2024, <https://www.latimes.com/california/story/2024-05-09/student-protesters-face-same-suspensions-as-those-who-bring-assault-rifles-to-campus>

²⁹ *Id.*

The University's harsh, disparate, and immediate discipline of the student employees demonstrates its unlawful retaliatory motive. Under HEERA, factors demonstrating the University's action was at least substantially motivated by the employee's protected activities include: "disparate treatment of the employee," "departure from established procedures and standards when dealing with the employee," "a cursory or inadequate investigation of the employee's alleged misconduct, and "a punishment that is disproportionate based on the relevant circumstances." *Regents of the University of California* (2020) PERB Dec. 2704-H, p. 21-22. All these factors are met here.

Moreover, HEERA expressly protects the rights of student employees, and the University cannot circumvent and undermine these rights held by graduate student employees by interfering with and issuing reprisals against the purported student portion of this inseparable dual status. It would defeat the very purpose of HEERA if student employees were afforded the right to engage in concerted activity regarding terms and conditions of employment only to then allow employers carte blanche to punitively tarnish the employee's student status for exercising that right, especially when student status ultimately dictates eligibility for student employment.

The University's discipline and suspension of unit employees constitutes retaliation for engaging in protected concerted protest activity in violation of HEERA.

C. The University at UC San Diego Unilaterally Changed the Terms and Conditions of Employment and Interfered with Employee Rights by Issuing Employee Discipline Through Student Conduct Proceedings

The University's use of student conduct proceedings to suspend the employment of UAW Local 4811 members at UC San Diego constitutes a unilateral change in violation of HEERA. The BX and BR contracts describe the process the University must follow for discipline of employees in the bargaining unit. (See <https://uaw2865.org/sr-contract/> and <https://uaw2865.org/ase-contract/>). However, by issuing student conduct discipline, the University tossed those rights aside and designed its own discipline outside the contract and the Union relationship.

Under the Discipline and Dismissal provisions of both the BX and BR contracts, for any suspension without pay, the University must first issue a written notice of intent, provide the employee ten days to respond orally or in writing, then issue a notice of action. The Employee further has the right to a Union representative and the Union must be provided a copy of the discipline. The discipline must be supported by just cause, and the Union may grieve discipline and bring the matter before a neutral arbitrator.

The University followed none of these procedures when it issued student conduct suspensions to UAW Local 4811 members. The University neither issued a notice of intent nor provided a copy to the Union. The University scheduled interim suspension hearings for a mere four days after the interim suspension was issued. Overall, the student conduct proceedings are fully controlled by the employer and heavily tilted in its favor. For example, the final decisionmaker in student conduct proceeding is University management, not a neutral arbitrator.

Suspending an employee through student conduct proceedings repudiates and destroys the employees' contractual rights regarding under the BR and BX contracts. This constitutes a unilateral change with notice or opportunity to bargain.

D. The University at UC San Diego Unilaterally Changed the Terms and Conditions of Employment Regarding Employees' Rights to Protest Peacefully at the Worksite

Under existing University policy, as detailed in Section II.B above, employees have the right to engage in peaceful protest at the worksite and the University is obligated to respond to non-violent employee protests with de-escalation and minimal outside police presence. The University is further prohibited from banning or disfavoring speech because of the content of its message. These policies include but are not limited to the University's 2021 policy "UC Community Safety Plan" and UC San Diego's "Policy on Free Speech, Advocacy and Distribution of Literature on University Grounds."³⁰

However, through its actions on May 6, 2024 at UC San Diego, the University unilaterally changed its campus policies on employee speech without providing notice to the UAW Local 4811 or the opportunity to bargain. As detailed above, the University choose to forcibly eject and arrest peaceful employee protesters based on minor non-violent offenses using outside law enforcement agencies, rather than minimizing police presence at protests and pursuing de-escalation. The university further failed to impose any sanction to a counter-protester who menaced protesters with an 80-pound German Shepherd. The University choose to issue interim suspension notices to the protesters, an unprecedented level of discipline for peaceful expressive activity.

Such conduct directly contradicts the University's 2021 UC Community Safety Plan states, "[t]he University will prioritize deterrence and violent crime prevention over the enforcement of non-violent minor offenses." The Policy further states, "[t]he University will reinforce existing guidelines that minimize police presence at protests, follow de-escalation methods in the event of violence and seek non-urgent mutual aid first from UC campuses before calling outside law enforcement agencies."

The University's conduct also violates and unilaterally changes UC San Diego's Policy on Free Speech, which states, "[e]xpressive activity may occur on all university grounds," and that "UC San Diego shall apply the following time, place and manner restrictions in a reasonable fashion and in a manner that promotes and protects free speech. Such restrictions shall be enacted in a manner that minimizes the limitation on expressive activity." [Section III. Policy]

Moreover, the University has imposed harsher penalties to student employees engaged in pro-Palestine speech than it has ever issued to student employees engaged in other expressive protest activities. By issuing interim suspensions to student employees engaged in Pro-Palestine

³⁰ Policy on Speech, Advocacy and Distribution of Literature on Campus , UC San Diego, Policy & Procedure Manual, October 4, 2010, <https://adminrecords.ucsd.edu/ppm/docs/510-1.9.HTML>

protests, when it has not issued such discipline to previous student employee protests, including past encampments, the University has breached its obligation to content-neutrality toward employee political speech.

Thus, by changing its speech policies without advance notice to the union or an opportunity to bargain, the University employee rights under violated HEERA.

E. The University at UC San Diego Unilaterally Changed the Terms and Conditions of Employment Regarding Work Obligations, Security Checks, and Health Care

In response to the Gaza Solidarity Encampment, on May 6, 2024, the University unilaterally announced several changes that impacted BX/BR, PX and AR bargaining unit employees' work obligations and health care, instituting adding security checkpoints, switching to remote instruction, and closing the student health center.

First, at 6:20 a.m., the University announced that all classes scheduled for May 6, 2024 were required to switch to online remote instruction. This change also materially affected the working conditions of UC San Diego Teaching Assistants, as well as other graduate student employees in the BX/BR bargaining unit, represented by UAW Local 4811. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

Second, the University announced that all campus building would be closed on May 6, 2024. This change materially affected the working conditions of working conditions of UC San Diego employees in the BX/BR, PX, and AR bargaining units. Researchers were physically locked out of their laboratories, yet no clear instruction was provided on how these employees should report to work or fulfil their duties. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

Third, the University instituted security checkpoints on all roads entering into campus and began asking all employees for identification. These changes materially affected the working conditions of UC San Diego employees in the BX/ BR, PX and AR bargaining units. The security checkpoints impeded employees' ability to reach their worksite in a timely manner, increased the period of time the employees were under the direction and control of their employer, and severely delayed any employee who did not have their University identification in their possession. The University announced and implemented these changes without advanced notice to the UAW Local 4811 or opportunity to bargain.

Fourth, the University unilaterally closed the UC San Diego student health center on May 6, 2024, which is the primary healthcare provider for many University employees. These changes materially affected the terms and conditions of employment for UC San Diego employees in the ASE, BR, PX and AR bargaining units. The change resulted in the denial of healthcare access for many employees. Employees were unable to pick up crucial medication, attend doctor's appointments, or receive mental health care. Moreover, the University provided no instructions on how employees could contact the pharmacy or transfer prescriptions. The University

announced and implemented these changes without advanced notice to the UAW Local 4811 or opportunity to bargain.

IV. Unlawful Conduct at UC Irvine

A. The University Disciplines and Suspends Unit Members at UC Irvine in Retaliation for Exercising Their Rights to Engage in Peaceful Political Protest Related to Their Terms and Conditions of Employment

In a troubling extension of the unlawful conduct alleged above in Section II and III, the University issued a notice of interim suspension on May 8, 2024 at UC Irvine to one UAW Local 4811 member and two undergraduates in retaliation for their participation in and leadership of the Gaza Solidarity Encampment at UC Irvine. This outrageous response to peaceful protest activity constitutes retaliation against student employees for exercising their employee rights under HEERA.

On or about April 29, 2024, University students and employees, including employees in bargaining units represented by UAW Local 4811, established a Gaza Solidarity Encampment at UC Irvine between Rowland Hall and Croul Hall. Similar to UCLA and UC San Diego, the demands of the UC Irvine encampment included workplace-related changes including empowering researchers to opt out from funding sources tied to the military or oppression of Palestinians and opposing the discrimination and hostile work environment directed towards Palestinian, Muslim, and pro-Palestine Jewish employees and students.

On May 8, 2024, the University issued an interim suspension notice to at least one student employee represented by UAW Local 4811. (Exhibit 4, UCI Notice of Interim Suspension) As justification for this suspension, the notice states the employee "participated in and organized an unlawful encampment near Rowland Hall and Croul Hall on the UC Irvine campus" and "disrupted University teaching, research, administration, and activities by participating in an unlawful assembly," "failed to comply with amplified sound restrictions," "failed to obtain an amplified sound permit," "camped overnight on University property," "failed to comply with directions of University personnel," and "erected a structure on campus without obtaining advance permission from Environmental Health & Safety." (Exhibit 4, p. 2)

The suspension notice also expressly evicted the student employee from campus housing, stating "This exclusion from UCI includes any and all University housing facilities." (Exhibit 4, p. 3) This harsh penalty is completely out of proportion to the minor alleged infractions listed on the notice of suspension.

The suspension also appears to apply to the student employee's employment. Specifically, the suspension notice states, "you are directed to not appear, physically or virtually, on the UCI campus, or at any location where UCI classes or programs sponsored by UCI are taking place..." (Exhibit 4, p. 3)

As further explained in Section IV.B, the University's suspension of the unit employee constitutes retaliation against a UAW Local 4811 member for engaging in protected concerted protest activity in violation of HEERA.

B. The University Requests Police Intervention Against Unit Members at UC Irvine In Retaliation for Exercising Their Rights to Engage in Peaceful Political Protest Related to Their Terms and Conditions of Employment

The University further retaliated against employees engaged in peaceful protected concerted activity on May 15, 2024, when the University summoned hundreds of police officers in riot gear to forcibly eject and arrest the protesters and clear the Gaza Solidarity Encampment. The University appears to have taken this action in direct response to a May 15, 2024 rally at the encampment protesting the May 8, 2024 suspensions described above.

On May 14, 2024, the Gaza Solidarity Encampment announced a rally would take place on May 15, 2024 starting at 1:30 p.m. to protest the suspensions issued to encampment leaders, including a bargaining unit member. As discussed above, the bargaining unit member's suspension applied to her employment with the University. The Union alleged these suspensions violated HEERA in its First Amended Charge on May 10, 2024.

On May 15, 2024, beginning at 1:30 p.m., a peaceful rally commenced in protest of the suspensions. The protest included expanding the boundaries of the encampment to include more outdoor space. No violent conduct occurred.

Then, at approximately 3:00 p.m., hundreds of police officers dressed in full riot gear began arriving at the UC Irvine campus and assembling in a parking lot behind Croul Hall. These police officers, who were requested by the University, came from more than twenty different outside law enforcement agencies.³¹ About 30 to 40 minutes later, the police erroneously declared an unlawful assembly and issued a notice to disperse to the peaceful protesters.

By 4:00 p.m., helmeted police wielding batons and "less-lethal" weapons formed a line in front of the protesters and began moving forward, physically shoving protesters back every few minutes. Then, at approximately 4:30 p.m., the police officers charged the crowd and began making arrests.³² During the confrontation, the police aggressively pointed their "less-lethal" weapons directly at the peaceful protesters.³³ The police arrested approximately forty-seven individuals, including bargaining unit members, and charged them with failure to disperse.

³¹ "Riot police arrest 50 people at UC Irvine and clear pro-Palestinian encampment," *The Guardian*, May 16, 2024, <https://www.theguardian.com/us-news/article/2024/may/16/campus-protest-encampment-uc-irvine-removed>

³² "Police take back building from protesters at University of California, Irvine," *Reuters*, May 16, 2024, <https://www.reuters.com/world/us/police-called-protesters-take-building-university-california-irvine-2024-05-16/>

³³ "Photos: Authorities move in to clear pro-Palestinian protesters from UC Irvine," *LA Times*, May 16, 2024, <https://www.latimes.com/story/2024-05-15/photos-authorities-move-in-to-clear-pro-palestinian-protesters-from-uc-irvine>

Throughout the police's confrontation with the peaceful protesters, UC Irvine issued a series of campus-wide "zotAlert" email notifications that incorrectly described the events, inflamed tension, and caused needless panic.³⁴ First, at 2:53 p.m., UC Irvine issued the inaccurate statement, "[v]iolent protest confirmed at or near Physical Science Lecture Hall. Avoid the area." Then, at 3:11 and 4:13 p.m., the alerts stated, "[p]rotest has escalated near Physical Science Quad. Avoid the area. If you are in the area shelter in place for your safety until further notice" and "[c]ontinued civil unrest near Physical Science Quad. Avoid area and shelter in place." The University has not clarified why it decided "shelter in place" was the proper response to a peaceful protest. Then, in the span of one minute, the University issued two contradictory messages: "[5:27 p.m.] Advisory to leave buildings in the vicinity of protest. Anyone currently in buildings in the vicinity of the protest are advised to exit buildings and leave the area at this time" and "[5:28 p.m.] Civil unrest continues near Physical Science Quad. Avoid area and shelter in place." Finally, at 5:50 p.m., the University ended all shelter in place orders, stating "[p]lease disregard all previous orders to shelter in place."

The University's request for police intervention against peaceful employee protesters and inflammatory statements alleging violent activity constitute retaliation against UAW Local 4811 members for engaging in protected concerted protest activity in violation of HEERA.

C. The University at UC Irvine Unilaterally Changed the Terms and Conditions of Employment Regarding Work Obligations, Security Checks, and Health Care

In addition to the police confrontation with peaceful protesters, the University also unilaterally changed the terms and conditions of employment on May 15, 2024 without notice or the opportunity to bargain. These changes included switching to remote instruction and remote work, implementing security checks, and restricting employee access to health care.

First, at 8:12 p.m., the University unilaterally announced, "UC Irvine will move to remote instruction for tomorrow, Thursday May 16" and "all employees should work remotely as well."³⁵ This change materially affected the working conditions of UC Irvine Teaching Assistants, as well as all other employees in the BX/BR, PX, and AR bargaining units. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

Second, the University instituted new workplace security protocols, including but not limited to requiring employees to show identification before entering any buildings. This change materially affected the working conditions of employees in the BX/BR, PX, and AR bargaining units. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

³⁴ Emergency Updates, UC Irvine, <https://emergency.uci.edu/>

³⁵ *Id.*

Third, the University imposed strict security protocols at the UC Irvine health center, where many bargaining unit members receive health care and pick up prescriptions. These protocols included security officers following patients, interrogating patients regarding the reason for their visit, and then escorting the patient to their appointment. This change materially affected the working conditions of employees in the BX/BR, PX, and AR bargaining units. The University announced and implemented this change without advanced notice to the Union or opportunity to bargain.

D. The University at UC Irvine Unilaterally Changed the Terms and Conditions of Employment and Interfered with Employee Rights by Issuing Employee Discipline Through Student Conduct Proceedings

The University made a unilateral change by suspending the employment of a UAW Local 4811 member at UC Irvine using student conduct proceedings. As explained in Section IV.C, suspending an employee through student conduct proceedings repudiates and destroys the employee's contractual rights regarding under the BR and BX contracts. This constitutes a unilateral change with notice or opportunity to bargain.

E. The University at UC Irvine Unilaterally Changed the Terms and Conditions of Employment Regarding Employees' Rights to Protest Peacefully at the Worksite

The University unilaterally changed its campus policies on employee speech without providing notice to the UAW Local 4811 or the opportunity to bargain by issuing an interim suspension to a peaceful protester at UC Irvine. As explained above in Section III.D, the University's conduct violated employee rights under HEERA.

The University also unilaterally modified its workplace speech policy at UC Irvine on April 29, 2024, when in response to the establishment of a peaceful protest encampment, it immediately called the "the Orange County Sheriff's Department, and the police forces of Irvine, Costa Mesa and Newport. Officers in riot gear barricaded the encampment entrance."³⁶ The University further modified its workplace speech policy on May 15, 2024 when it called at least twenty law enforcement agencies to forcibly eject and arrest peaceful protestors. Such escalation and use of outside law enforcement constitutes a unilateral change to the University's workplace speech policy in violation of HEERA, as discussed in Section II.B.

³⁶ "UC's president had a plan to deescalate protests. How did we get a night of violence at UCLA?" *Cal Matters*, May 2, 2024, <https://calmatters.org/education/higher-education/2024/05/uc-campus-protests/>

V. The University's Mass Correspondence to Bargaining Unit Employees Wrongfully Interferes with Employee Rights and Impermissibly Attempts to Undermine UAW Local 4811

Based on University's violent and horrendous response to the peaceful encampments, as alleged above, the UAW Local 4811 Executive Board announced to its members that UAW Local 4811 would hold a vote May 13-15 regarding whether to authorize a strike or other actions to enforce member rights *if circumstances justify*: should the University decide to curtail the right to participate in protected, concerted activity; discriminate against union members or political viewpoints; and create or allow threats to members' health and safety, among other serious unfair practices. After the voting period concluded, UAW Local 4811 announced that 79% members voting had voted in favor of strike authorization.

Beginning on or around May 2, 2024, the University has issued a series of mass correspondence mischaracterizing UAW Local 4811's strike authorization vote and including language intended to undermine the Union and chill protected concerted activity. Despite the fact that PERB has not made a determination on the matter, the University's correspondence made blanket statements that any potential work stoppage related to UAW Local 4811's strike authorization vote would be "unlawful." The University has shockingly gone further and threatened "corrective action" against employees for striking in response to serious unfair labor practices.

On May 2, 2024, the University issued an online statement stating, "the University of California is deeply alarmed, concerned and disappointed that our UAW-represented academic employees would choose this moment of crisis to take a vote to engage in an *unlawful work stoppage*." (Exhibit 5, p. 4) (emphasis added)

On May 6, 2024, Katherine S. Newman, UC System Provost and Executive Vice President of Academic Affairs issued a letter to University leadership and management repeating this same sentence. (Exhibit 6, p. 1) She further added, "if a strike occurs, it will be an *unlawful action* as the University has closed contracts with all UAW bargaining units that prohibit strikes, work stoppages, or other concerted activities that interfere with the University operations during the terms of the agreements." (Exhibit 6, p. 3) (emphasis added) On the same day, the University posted another online statement stating, "[t]here is no basis under the contract or the law for UAW to strike." (Exhibit 5, p. 3)

Following this letter, several University campuses issued statements repeating the same message. On or about May 13, 2024, UC Santa Cruz distributed a document which stated, "we believe the strike is unlawful" and "the University believes the strike by UAW is an unlawful one." (Exhibit 7, p. 1, 3) On or about May 14, 2024, UC Davis Vice Provost Academic Affairs Phillip Kass, in email to campus faculty, stated "[t]he UC's position is that if such a strike is approved and carried out, it is an illegal strike." (Exhibit 8)

Also on or about May 14, 2024, UC Santa Cruz Campus Provost and Executive Vice Chancellor Lori Kletzer sent an email to all Faculty and Principal Investigators stating that the University "views this potential work stoppage as an unlawful one that violates the clear terms of

the collective bargaining agreements between the parties" and that "if a strike occurs following the strike authorization vote, it is the University's position that it will be an unlawful action." (Exhibit 9, p. 1, 3)

On or about May 15, 2024, the University Office of the President began sending a form letter to every University employee represented by UAW Local 4811. The University did not meet and confer with the Union regarding the contents of this mass communication. The letter begins, "we are writing to explain how the UC will respond to anticipated work stoppages, and UC's position that any strike is unlawful..." (Exhibit 10, p. 1) The letter goes on to state that if even if PERB "determines that UC engaged in an unfair labor practice, the UC does not believe that UAW is allowed to authorize a strike." (*Id.*) The letter then describes the Parties' no strike clause, while failing to mention the extensive case law permitting work stoppages despite a no strike clause in response to serious unfair labor practices. (*Id.*) Shockingly, the University then explicitly threatens discipline against employees for striking:

the University's position is that the Union's strike is unlawful, and as a result, a work stoppage is not protected strike activity. This means that participating in the strike does not change, excuse, or modify, an employee's normal work duties or expectations. And, unlike a protected strike, you could be ***subject to corrective action*** for failing to perform your duties.

(Exhibit 10, p. 1-2) (emphasis added)

On or about May 16, 2024, the University issued an online statement titled "UC Statement on UAW Vote to Conduct Unlawful Strike." (Exhibit 5, p. 1) The statement then bluntly states: "'This strike is illegal,' said Melissa Matella, Associate Vice President of Systemwide Labor Relations." (*Id.*) Similarly, on the same day, UC Santa Barbara Executive Vice Chancellor David Marshall sent an email to all UC Santa Barbara graduate student employees stating, "the university believes any strike at this time would be illegal and a clear violation of the terms of the collective bargaining agreements." (Exhibit 11, p. 1-2) Later the same day, the UC San Diego Executive Vice Chancellor stated "[t]his strike violates the no-strike clauses in the current bargaining agreements." (Exhibit 12, p. 2)

The University's presumptuous labeling of any possible strike as "unlawful" contradicts decades of settled law and interferes with the rights of UAW Local 4811 and its members to engage in protected concerted activity. The seminal U.S. Supreme Court case *Mastro Plastics Corp. v. NLRB* (1956) 350 U.S. 270 expressly found that general no-strikes clause language in a contract did not waive workers' lawful ability to engage in a strike to protest an employer's serious unfair labor practices. The U.S. Supreme Court stated, "Petitioners [the employers] argue that the words 'any strike' [in the no-strikes clause of the contract] leave no room for interpretation and necessarily include all strikes, even those against ***unlawful practices*** destructive of the foundation on which collective bargaining must rest. ***We disagree.***" (*Id.* at p. 282, emphasis added.) The Court reasoned that the employer had no adequate basis for its broad interpretation of the no-strikes clause, especially for the lengthy duration of the contract term, as general no-strikes language is not meant to eliminate the right to strike in the face of serious unfair labor practices by the employer. (*See id.* at p. 283.) The Court ultimately declared,

"we conclude that the contract did not waive the employees' right to strike solely against the unfair labor practices of their employers." (*Id.* at p. 284.) *Mastro Plastics* has been cited favorably by PERB. (See, e.g., *Modesto City Schools* (1980) PERB Order No. IR-12 at p. 3-4, n. 5 [citing *Mastro Plastics* and finding, "Rather, the work stoppage appears to be a protected response to an employer's unfair practices."]; *Mammoth Education Association* (1983) PERB Decision No. 371 at p. 40 [citing *Mastro Plastics* to distinguish between unprotected conduct and "certain protected union organized and sanctioned work stoppages taken in protest of an employer's unfair practices"]; *Regents of the University of California (AFSCME, Local 3299)* (2019) PERB Order No. IR-62-H at p. 8 ["[W]ork stoppages that respond to district employer actions or issues" have been deemed to be protected].)

The University's characterizations of any potential strike action as "unlawful"—which has been cast as the University's official stance and disseminated to all echelons of the University's leadership—creates a chilling effect on bargaining unit members who may fear engaging in protected concerted activity knowing that the University management has already pre-determined the legality of the strike. It also attempts to undermine UAW Local 4811 by accusing it of proposing an unlawful strike, when PERB and the U.S. Supreme Court have reiterated that no-strikes clause language in a contract does not automatically create a blanket prohibition against all unfair practice strikes.

Moreover, the University's brash declaration of any potential strike's purported unlawfulness attempts to usurp **PERB's exclusive initial jurisdiction to make determinations** regarding whether a potential future strike is protected. HEERA expressly states, "The **initial determination** as to whether the charges of unfair practices are justified, and, if so, what remedy is necessary to effectuate the purposes of this chapter, shall be a matter within the **exclusive jurisdiction** of the board." (Gov. Code, § 3563.2, emphasis added.) The California Supreme Court has reiterated that PERB has the exclusive initial jurisdiction to determine whether a strike is an unfair practice and what, if any, remedies PERB should pursue. (See *San Diego Teachers Assn. v. Superior Court of San Diego County* (1979) 24 Cal. 3d 1, 14.)

Therefore, the University's publicized stance that any potential strike—including a lawful unfair practice strike—is "unlawful," prior to any determination being made by PERB, constitutes interference. University's impermissibly overbroad declaration of what it perceives to be "unlawful" is intended to dissuade workers from engaging in protected concerted activities, and to dissuade University management from supporting those workers in exercising their rights. Yet, no determination has been made by PERB, and the University must not attempt to legitimize its own stance to be a declaration of the law when only PERB has the exclusive initial jurisdiction to make such determinations.

Furthermore, although the distinction may appear to be subtle, the University's choice of the word "unlawful" as opposed to "unprotected" is significant given the circumstances surrounding the University's unfair practices—which include arresting bargaining unit members engaged in peaceful protest. "[S]trikes by public employees are **not unlawful** at common law unless or until it is clearly demonstrated that such a strike creates a substantial and imminent threat to the health or safety of the public." (*County Sanitation Dist. No. 2 v. Los Angeles County Employees' Assn.* (1985) 38 Cal.3d 564, 586, emphasis added; see also *City of San Jose v.*

Operating Engineers Local Union No. 3 (2010) 49 Cal.4th 597, 605.) Yet, the University conflates its concept of unprotected actions under the Act with unlawful actions. Even if the University believes that a strike would violate the no-strikes clause in the contract, as stated above, it would be up to PERB to determine whether such a strike is ***protected or unprotected*** under HEERA. The distinction between arguably unprotected and arguably illegal is especially more salient here given the circumstances—the University instigating arrests of peaceful protestors, denying workers their freedoms of liberty and association. Thus, the University's labeling of any potential strike as “unlawful” is especially chilling to bargaining unit members here when the liberty of workers has already been placed in jeopardy by the University.

V. CONCLUSION

In summary, the University has violated Cal. Gov. Code §§ 3550, 3553, 3560(e), 3565, 3570, and 3571 (a), (b), and (c), and PERB Regulation 32611(a)-(b), by:

- (1) Denying employees and the Union rights guaranteed under HEERA;
- (2) Imposing reprisals on employees, discriminating against employees, retaliating against employees, and otherwise interfering with, restraining, or coercing employees because of their exercise of employee rights guaranteed under HEERA;
- (3) Summoning the police to eject and arrest University employees at UCLA, UC San Diego, and UC Irvine in retaliation for employees in the BX/BR, PX and AR bargaining units engaging in protected concerted activity including but not limited to empowering researchers to opt out from funding sources tied to the military or oppression of Palestinians; opposing the discrimination and hostile work environment directed towards Palestinian, Muslim, and pro-Palestine Jewish employees and students; and opposing the University's disparate negative treatment of employee pro-Palestine speech in the workplace;
- (4) Disciplining and suspending BX/BR bargaining unit members in retaliation for exercising their rights to engage in peaceful political protest related to their terms and conditions of employment;
- (5) Unilaterally changing the terms and conditions of employment by issuing employee discipline and suspensions to BX/BR bargaining unit members through student conduct proceedings;
- (6) Unilaterally changing the terms and conditions of employment related to employee speech at the workplace in the BX/BR, PX and AR bargaining units by summoning the police to eject and arrest non-violent employees engaged in political speech; by favoring the anti-Palestine speech of counter-protestors over the pro-Palestine speech of employees, and by prohibiting pro-Palestine speech at the worksite;
- (7) Unilaterally changing the terms and conditions of employment related to work obligations, remote instruction, security checks, and health care access in the

BX/BR, PX and AR bargaining units;

- (8) Sending mass communications to bargaining unit members, without first meeting and conferring with the Union, that wrongfully interfere with employee rights and wrongfully attempt to undermine UAW Local 4811; and
- (9) Deterring and discouraging public employees from remaining members of an employee organization by undermining the role of Local 4811 as exclusive representative.

The Union thus seeks an order finding that the University has violated HEERA and PEDD, and ordering the University to: (1) cease and desist from retaliating against employees because of their exercise of employee rights guaranteed under HEERA; (2) make whole any losses sustained by UAW bargaining unit members due to the University's reporting of the alleged criminal activity for engaging in speech related to terms and conditions of employment, including but not limited to attorneys' fees, bail, expungement, and damage to property; (3) make whole any losses sustained by UAW bargaining unit members due to the University's interim suspension of employees in response to protected concerted activity, (4) rescind the discipline issued to bargaining unit employees through student conduct proceedings, (5) rescind the University's new workplace policies related to employees speech at the workplace; (6) meet and confer in good faith with UAW Local 4811 over any changes to the University's campus speech policies or other working conditions that impact bargaining unit employees; (7) immediately send notice via email to all employees in the BX/BR Unit, PX Unit, and AR Unit indicating the University's violations of the law and PERB's remedial order, in addition to physically posting the same at all affected work sites at the University; (8) pay any applicable civil penalties; (9) pay all related attorneys' fees and costs; and (10) provide UAW Local 4811 with all other remedies PERB deems just and proper.

EXHIBIT 1

SENT VIA EMAIL

May 06, 2024

[REDACTED]
[REDACTED]
Case number: [REDACTED]

Dear [REDACTED],

The Center for Student Accountability, Growth, and Education (SAGE) received information that you co-led and participated in the encampment located on Library Walk until it was dispersed today.

INTERIM SUSPENSION

The information described above, if true, provides cause to believe that your continued presence at UC San Diego is reasonably likely to lead to physical harm to any person or property, threats of violence, conduct that threatens the health or safety of any person, or other disruptive activity incompatible with the orderly operation of the campus.

The Vice Chancellor - Student Affairs and Campus Life approved your suspension from UC San Diego for an interim period pending student conduct proceedings regarding the above-referenced matter. This interim suspension is effective immediately. During this interim period, you are prohibited from attending any classes, entering University facilities, and participating in any University-Supported Activities, except for attending your hearing(s). Per California Penal Code Section 626.2, failure to follow this prohibition may subject you to arrest and/or a misdemeanor charge.

A hold has been placed on your student account for the duration of the interim suspension process.

INTERIM SUSPENSION HEARING

As described in Section I (7) of the UC San Diego Student Conduct Procedures, you will have an interim suspension hearing with the Interim Suspension Hearing Officer Deanna Murphy on Friday, May 10 at 10 AM (PST) via Zoom at <https://ucsd.zoom.us/j/93491229959?from=addon>.

During this hearing, they will hear from you and receive your information to determine whether your interim suspension should continue. The Interim Suspension Hearing Officer will review the information in the context of whether your presence at UC San Diego will lead to physical harm to any person or property, threats of violence, conduct that threatens the health or safety of any person, or other disruptive activity incompatible with the orderly operation of the campus.

Attached is a copy of the supporting information for this interim action. If you have an advisor or any witnesses that you wish to bring to the hearing, please notify the Interim Suspension Hearing Officer before your hearing. Failure to appear at the hearing, after receiving this notice, will be viewed as your consent to the interim suspension pending the full student conduct process.

QUESTIONS AND RESOURCES

To review the Procedures and other helpful resources, including an FAQ and flowchart of UCSD's student conduct process, please visit the SAGE website at sage.ucsd.edu. If you need additional assistance with your case, you may contact the Office of Student Legal Services (sls.ucsd.edu) and/or the Associated Students Office of Student Advocacy (asadvocacy.ucsd.edu).

If you have any questions about your Interim Suspension, please contact Interim Suspension Hearing Officer Deanna Murphy at d2murphy@ucsd.edu.

Sincerely,

Caitlin Frank
Assistant Director - Student Compliance

cc:

Alysson M. Satterlund, Vice Chancellor - Student Affairs and Campus Life
Ben White, Director - Center for Student Accountability, Growth, and Education

PERB Received
05/17/24 13:58 PM

Erica Lennard, Assistant Dean - GLPA

Lamine Secka, Chief of Police - UC San Diego Police Department

Deanna Murphy, Interim Suspension Hearing Officer - Center for Student Accountability, Growth, and Education


-  Incident Report _ 5 6 2024 _ Encampment Co_Leader.pdf

EXHIBIT 2

SENT VIA EMAIL - ADDITIONAL INFORMATION

May 07, 2024

[REDACTED]
[REDACTED]
Case number: [REDACTED]

Dear [REDACTED],

The Center for Student Accountability, Growth, and Education (SAGE) received information that you co-led and participated in the encampment located on Library Walk until it was dispersed today. This notice is to follow up on your previous notice, provide additional report information received, and provide information concerning support and resources.

ADDITIONAL INFORMATION

Environmental Health and Safety reported that upon dispersement of the encampment, about 6-8 full moving trucks of tents, shade canopies, wood, and other materials were discarded. In addition, about 4 pallets of personal items were collected. Items also found included two propane cooking stoves and small propane tanks, motor oil, multiple small and large wooden shields, aerosol paint cans, uninterruptible power supplies with extension cords, and one sword.

INTERIM SUSPENSION

The information described above, if true, provides cause to believe that your continued presence at UC San Diego is reasonably likely to lead to physical harm to any person or property, threats of violence, conduct that threatens the health or safety of any person, or other disruptive activity incompatible with the orderly operation of the campus.

The Vice Chancellor - Student Affairs and Campus Life approved your suspension from UC San Diego for an interim period pending student conduct proceedings regarding the above-referenced matter. This interim suspension is effective immediately. During this interim period, you are prohibited from attending any classes, entering University facilities, and participating in any University-Supported Activities, except for attending your hearing(s). Per California Penal Code Section 626.2, failure to follow this prohibition may subject you to arrest and/or a misdemeanor charge.

A hold has been placed on your student account for the duration of the interim suspension process.

INTERIM SUSPENSION HEARING

As described in Section I (7) of the UC San Diego Student Conduct Procedures, you will have an interim suspension hearing with the Interim Suspension Hearing Officer Deanna Murphy on Friday, May 10 at 10 AM (PST) via Zoom at <https://ucsd.zoom.us/j/93491229959?from=addon>.

During this hearing, they will hear from you and receive your information to determine whether your interim suspension should continue. The Interim Suspension Hearing Officer will review the information in the context of whether your presence at UC San Diego will lead to physical harm to any person or property, threats of violence, conduct that threatens the health or safety of any person, or other disruptive activity incompatible with the orderly operation of the campus.

Attached is a copy of the supporting information for this interim action. If you have an advisor or any witnesses that you wish to bring to the hearing, please notify the Interim Suspension Hearing Officer before your hearing. Failure to appear at the hearing, after receiving this notice, will be viewed as your consent to the interim suspension pending the full student conduct process.

QUESTIONS AND RESOURCES

To review the Procedures and other helpful resources, including an FAQ and flowchart of UCSD's student conduct process, please visit the SAGE website at sage.ucsd.edu. If you need additional assistance with your case, you may contact the Office of Student Legal Services (sls.ucsd.edu) and/or the Associated Students Office of Student Advocacy (asadvocacy.ucsd.edu).

If you have any questions about your Interim Suspension or any potential impacts on your Basic Needs such as housing, please contact Interim Suspension Hearing Officer Deanna Murphy at d2murphy@ucsd.edu. You may also contact the Basic Needs Hub at basicneeds.ucsd.edu.

Sincerely,

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Caitlin Frank

Assistant Director - Student Compliance

cc:

Alysson M. Satterlund, Vice Chancellor - Student Affairs and Campus Life

Ben White, Director - Center for Student Accountability, Growth, and Education

Erica Lennard, Assistant Dean - GEPA

Lamine Secka, Chief of Police - UC San Diego Police Department

Deanna Murphy, Interim Suspension Hearing Officer - Center for Student Accountability, Growth, and Education



-  Incident Report _ 5 6 2024 _ Encampment Co_Leader.pdf
-  EH&S Supplement1.pdf

EXHIBIT 3

UC San Diego

ACADEMIC INTEGRITY OFFICE

Suspension: Housing FAQs

1. I have been suspended but I currently live on campus. Do I have to move?

University housing is reserved only for currently enrolled students so yes, you must move out of campus housing. You should contact Housing Administrative Services and the Residence Life office of your living area to cancel your contract and make arrangements to move out prior to the start of your suspension:

<https://hdhughousing.ucsd.edu/contact-us/index.html>

2. Will I be reimbursed for my housing and dining contract?

Your housing and dining dollars will be prorated based on when you complete the move-out process. To successfully complete the move out process, you must meet all the conditions of Residence Life and Housing Administrative Services such as returning your keys and submitting your Housing Contract Termination Request. Please contact the Housing Administrative Services and the Residence Life office of your living area to make arrangements: <https://hdhughousing.ucsd.edu/contact-us/index.html>

3. I live off campus but am going to leave San Diego. What do I do about my lease?

You will need to review your lease carefully to determine your options. Depending on your lease, you may face penalties if you terminate your lease early, and you may have specific responsibilities you must meet. If you have further questions about your rights and responsibilities, Student Legal Services is a free and confidential resource:

<https://students.ucsd.edu/sponsor/student-legal/>.

4. Can I move back on campus at the end of my suspension?

You will have to apply for on-campus housing when you return from your suspension. Note that due to the limited amount of housing available on campus, you will need to add your name to the housing waitlist: <https://hdhughousing.ucsd.edu/waitlist/>

5. I need help securing off-campus housing. Who can assist me?

Off campus housing resources and information is available through the Basic Needs Hub at <https://basicneeds.ucsd.edu/housing-resources/su21-housing-resources/index.html>. If you need additional support, contact:

- a. Undergraduates - your college Dean of Student Affairs:
<https://thecolleges.ucsd.edu/about/college-resources.html>
- b. Graduate students - Assistant Dean April Bjornsen, abjornsen@ucsd.edu

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EXHIBIT 4



NOTICE OF INTERIM SUSPENSION LETTER

May 08, 2024

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

Dear [REDACTED],

This letter serves as an official notice that you are hereby placed on **Interim Suspension** from the University of California, Irvine effective immediately on May 08, 2024.

This Interim Suspension is based on allegations beginning on or around April 29, 2024 and continuing through the time of this notice you allegedly violated the following University policies specified in the [University of California Policies Applying to Campus Activities, Organizations, and Students, Use of University Properties, and Sec. 900-10: Policy on Use and Scheduling of UC Irvine Properties](#):

Student Conduct Policies/102.13 Disruption - "Obstruction or disruption of teaching, research, administration, disciplinary procedures, or other University activities."

Student Conduct Policies/102.14 Disorderly/Lewd Conduct - "Disorderly or lewd conduct."

Student Conduct Policies/102.15 Disturbance of Peace - "Participation in a disturbance of the peace or unlawful assembly."

Student Conduct Policies/102.16 Failure to Comply - "Failure to identify oneself to, or comply with the directions of, a University official or other public official acting in the performance of his or her duties while on University property or at official University functions; or resisting or obstructing such University or other public officials in the performance of or the attempt to perform their duties."

Student Conduct Policies/102.27 Other - "Violation of local, state, or federal laws otherwise not covered under these standards of conduct."

Use of University Properties/40.00 F. Overnight Camping: Neither university-related persons or groups nor non-University persons or groups are permitted to camp overnight on University property.

Policy 900-10 D. 3. Scheduling offices provide the Amplified Sound - Request/Exception Form and Guidelines on Use of Amplified Sound to prospective users of campus properties. Due to the proximity of offices and classrooms, the University does not permit excessive noise during any event. The sound level should not disturb the occupants of buildings or interfere with normal University activities.

An Amplified Sound Permit must be obtained before the event and is subject to the following restrictions:

- a. Amplified sound is permitted daily between 12 pm - 1 pm only.**
- b. Sound volumes must be at or below 60dB inside the surrounding buildings.**

Only the Associate Vice Chancellor of Student Affairs or designee can approve exceptions to these restrictions.

Policy 900-10 D. 4. Equipment, Signs and Structures: Any free-standing structure to be constructed for an event requires approval of a detailed drawing by Environmental Health & Safety at least 10 working days prior to the event.

Date of Incident: Beginning on April 29, 2024 and continuing through the time of this notice.

Location of Incident: Between Rowland Hall and Croul Hall

Allegations: Beginning on or around April 29, 2024 and continuing through the time of this notice, [REDACTED] is alleged to have participated in and/or organized an unlawful encampment near Rowland Hall and Croul Hall on the UC Irvine campus. Specifically, [REDACTED] is alleged to have:

- disrupted University teaching, research, administration, and activities by participating in an unlawful assembly,
- failed to comply with amplified sound restrictions,
- failed to obtain an amplified sound permit,
- camped overnight on University property,
- failed to comply with directions of University personnel,
- erected a structure on campus without obtaining advance permission from Environmental Health & Safety.

Based on the information provided to the Office of Academic Integrity & Student Conduct, the alleged behavior warrants an Interim Suspension.

Interim Suspension is outlined in section 105.08 of the *University of California Policies Applying to Campus Activities, Organizations, and Students*. While on Interim Suspension, **you are directed to not appear, physically or virtually, on the UCI campus, or at any location where UCI classes or programs sponsored by UCI are taking place, including online classes, for the duration of the imposed Interim Suspension. This exclusion from UCI includes any and all University housing facilities. This exclusion does NOT include meetings with OAISC or immediately going to and from UCI Health facility, or the Student Health Center, for your scheduled medical appointments or medical emergencies. This interim suspension will remain in place until the final outcome of a Resolution Process or a subsequent disciplinary or appeal process.**

If for any reason you need to visit the campus during the period specified, you must contact OAISC at 949-824-1479 to arrange for and receive approval prior to such a visit

According to campus procedures related to Interim Suspension, the Vice Chancellor for Student Affairs has 24 hours to review and affirm or deny this imposition of the Interim Suspension.

A student placed on Interim Suspension which is also affirmed by the Vice Chancellor, Student Affairs (or designee) shall be given prompt written notice that the Interim Suspension was upheld and that the student may request, in writing, a meeting with the Vice Chancellor, Student Affairs (or designee), at vcsa@uci.edu, to challenge the Interim Suspension. The written request must be submitted within ten (10) days of the date that appears on the Notification of Interim Suspension; **May 22, 2024**. Upon receipt of the request, the student will immediately receive notice of the time, place, and date of the meeting. The Vice Chancellor, Student Affairs (or designee) shall convene this meeting within seven (7) days from the date of receipt of the request.

ADMINISTRATIVE MEETING

Please contact my office at **949-824-1479**, Monday through Friday from 9 a.m. to 5 p.m., to schedule a meeting with me as soon as possible. At this meeting, you will have the opportunity to review the information related to the incident and an opportunity to respond to the allegations.

According to the University's due process procedures, you have twelve (12) business days from the date of this letter to schedule your administrative meeting. If you do not attend your meeting by **May 24, 2024** or fail to keep an appointment, an administrative hold will be placed on your student records, prohibiting you from performing any registration transactions or using University facilities (e.g. library, recreation facilities, etc.). This hold will remain on your records until the situation is resolved. A review of the allegations and decision regarding responsibility may be conducted in your absence, should you choose not to respond/participate in an administrative meeting.

In accordance with [§103.10.C – Administrative Holds](#), no student shall be awarded a degree while an allegation of a policy violation is pending against that student or until any assigned Administrative Sanctions or student disciplinary conditions have been fully resolved. As such, an Administrative Hold has been placed on your student records to prevent your graduation or conferral of a diploma or degree, while this matter is pending. When the pending disciplinary matters have been resolved, this will be removed. A student may submit a written request articulating the reasons supporting removing this hold to the Office of Academic Integrity & Student Conduct (OAISC). The Director of OAISC, or their designee, shall decide whether to grant, grant in part, or deny a written request to remove a hold and their decision shall be final. The request may be submitted to conduct@uci.edu.

For further information on the conduct process, please refer to Section 103.00 of the *University of California Policies Applying to Campus Activities, Organizations, and Students*. You should also be aware that the campus standard for determining your responsibility for the violation(s) is the preponderance of the evidence.

RESOURCES & SUPPORT

Please know that there are support and assistance resources available to you on campus. These resources include:

The Office of the Ombuds provides a safe place to discuss complaints, concerns or problems. The Ombuds acts as an independent, informal, impartial, and confidential resource. The office can assist any student or faculty involved, by helping them understand their rights, and explaining policies and procedures. For more information about the Office of the Ombuds, please visit www.ombuds.uci.edu. To schedule a meeting with the Office of the Ombuds, please call (949) 824-7256.

The Counseling Center offers free and confidential short-term and crisis counseling by licensed mental health providers to all UC Irvine students on an urgent basis, or by appointment. The Counseling Center also offers certain free and confidential psychiatric services. Referrals to off-campus psychotherapeutic and psychiatric providers are also available through the Counseling Center. The Counseling Center is available Monday through Friday, 8am to 5pm. Address: 203 Student Services 1, Irvine, CA, 92697 Phone: (949) 824-6457

If you have disability-related needs and wish to request reasonable accommodations to ensure your full participation in this process, please let our office know and we will connect you to the Disability Services Center (DSC), or contact DSC at Voice: (949) 824-7494 or TTY: (949) 824-6272.

ANTI-RETALIATION POLICY

Please note that retaliation against any individual participating in this process is strictly prohibited and will not be tolerated by the University.

Please contact my office at 949-824-1479, Monday through Friday from 9 a.m. to 5 p.m., to schedule a meeting with me as soon as possible. If you do not arrange a meeting or fail to keep an appointment, an administrative hold will be placed on your records prohibiting you from using University resources. This hold will remain on your records until the situation is resolved. A review also may be conducted in your absence, should you choose not to respond.

Sincerely,

Christopher Coronel

Associate Director of Student Conduct

Office of Academic Integrity & Student Conduct

Cc: Vice Chancellor, Student Affairs

Associate Vice Chancellor/Dean of Students

Case#



**Office of Academic Integrity &
Student Conduct**

949-824-1479 Office
conduct@uci.edu
www.aisc.uci.edu

EXHIBIT 5

Resources

Employment policies, contracts and updates

Negotiation updates

UAW news and updates

UAW news and updates

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) represents nearly 42,000 employees across four units within the UC system: Academic Student Employees, Academic Researchers, Postdoctoral Scholars, and Graduate Student Researchers.

UAW and UC last negotiated a contract in 2022; two of the units' contracts expire in 2025, and the other two in 2027.

UC statements 2024

May 16

Media Contact: media@ucop.edu

UC Statement on UAW Vote to Conduct Unlawful Strike

"This strike is illegal," said Melissa Matella, Associate Vice President of Systemwide Labor Relations. "UAW's decision to strike over nonlabor issues violates the no-strike clause of their contracts with UC and sets a dangerous and far-reaching precedent that social, political and cultural issues – no matter how valid – that are not labor-related can support a labor strike."

UAW and UC have mutually agreed upon contracts in place which state: *The UAW, on behalf of its officers, agents and members, **agrees that there shall be no strikes, including***

sympathy strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this agreement or any written extension thereof. The UAW, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this article.

UAW 4811 has stated that they believe their members' freedom of speech and expression was violated after demonstrations at UCLA and UC San Diego. To be clear, the University supports free speech and lawful protests. Across the UC system, campuses have allowed—and continue to allow—lawful protests surrounding the conflict in the Middle East. But when protests violate University policy or threaten the safety and security of others, the University has taken lawful action to end impermissible and unlawful behavior.

More importantly, campus administrators who met with protestors understood they were meeting with students to discuss peaceful resolutions to student concerns. **The University had no indication that the protests were connected to any labor dispute or the terms of employment for students, some of whom are also UAW members in their capacity as University employees. The list of demands from student protestors, and even from UAW 4811, are political demands that are outside the terms of the collective bargaining agreement.**

May 14

For 150 years, the University of California has stood as a catalyst for collective action in service to social good. We have a proud history of respecting advocacy movements by our students, faculty, and staff and believe that the right to peaceful protest is a cornerstone of democracy.

Additionally, we deeply value the contributions of our union-represented employees to our mission. We have worked closely with them to negotiate fair contracts that include increased compensation, more robust benefits, and, for UAW-represented members, free and discounted tuition to receive a world-class degree.

UC believes that a strike sets a dangerous precedent that would introduce non-labor issues into labor agreements. If a strike is allowed for political and social disputes, the associated work stoppages would significantly impact UC's ability to deliver on its promises to its students, community, and the State of California. To be clear, the UC understands and embraces its role as a forum for free speech, lawful protests, and public debate. However,

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given that while these work-related disputes cannot prevent it from fulfilling its academic mission. Further, this precedent would apply far beyond the University, impacting public employers across the state and their ability to deliver core services.

While we acknowledge the profoundly troubling issues about the ongoing conflict in the Middle East and understand their impact on our students and employees, the University maintains that these issues fall outside the scope of negotiation for employment and the implementation of existing labor contracts.

The University's focus remains on providing each student with the education they have paid for and discussing appropriate workplace concerns with all union-represented employees that honor their commitment to our students and provide competitive compensation and safe, equitable working conditions for everyone.

May 6

The University is concerned that a potential strike by UAW-represented academic employees could create significant disruptions at a time when stability and support are crucial for our community. A strike during this already vulnerable time will maximize disruption, interfere with end-of-year activities and create more uncertainty for our students and communities.

There is no basis under the contract or the law for UAW to strike. UC and UAW have a **mutually agreed upon contract** that states: *The UAW, on behalf of its officers, agents, and members agrees that there shall be no strikes, including sympathy strikes, stoppages, interruptions of work, or other concerted activities which interfere directly or indirectly with University operations.*

May 2

Today we are deeply saddened by the violence and harm to our UC communities over the last several days. Our hearts go out to all of those individuals impacted as we work towards healing our communities.

Violence does not have a place at our campuses – public institutions designed to further civil discourse and learning in an effort to better our society and lift up our collective communities.

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With these critical goals in mind, the University of California is deeply alarmed, concerned and disappointed that our UAW-represented academic employees would choose this moment of crisis to take a vote to engage in an unlawful work stoppage. UC values these employees and asks them to join it in supporting our communities at this time.

To be clear, UC has closed contracts with the UAW that prevent its members from engaging in work stoppages and create a duty for the union to prevent its members from doing the same. There is no basis under the contract or the law for UAW to engage in a work stoppage. Further, given the vulnerable status of our communities at this moment, a strike vote by UAW is essentially a vote to take advantage of and exploit this complex and impactful situation.

Archived UAW news

This page was created to provide factual information about UC's contract negotiations with the United Auto Workers (UAW), and UC's position on the union's strike. UC continues to negotiate in good faith with the union and is committed to working collaboratively with the UAW to find solutions to outstanding issues.

- [Status of Negotiations](#) *(Updated: December 23, 2022)*
- [What UC is offering each bargaining unit](#) *(Updated: December 16, 2022)*
- [How compensation for UC academic employees compares nationally](#)
- [Frequently asked questions about key issues](#)
- [UC's responses to priority union issues](#)
- [UC committed to collaboration and compromise](#)
- [UC's position on and preparations for the UAW strike](#)
- [Background](#)

[Status of Negotiations](#)

December 23, 2022

University of California graduate student workers end strike, ratify three-year contracts

EXHIBIT 6



OFFICE OF THE PROVOST AND
EXECUTIVE VICE PRESIDENT FOR ACADEMIC AFFAIRS

OFFICE OF THE PRESIDENT
1111 Franklin Street, 12th Floor
Oakland, California 94607-5200

May 6, 2024

ACADEMIC COUNCIL CHAIR STEINTRAGER
EXECUTIVE VICE CHANCELLORS AND PROVOSTS
VICE CHANCELLORS FOR RESEARCH

Dear Colleagues:

The conflict in the Middle East has had a significant impact on the University of California community and around the world.

As a public institution of higher education, the University celebrates, supports, and protects the right to exercise free speech. This position is highlighted in UC's various policies, procedures, and practices, which allow for and support lawful protest activities at its locations. At the same time, the University of California must ensure that it can safely and continuously perform its educational mission, patient care duties, and operations. The University is also committed to creating a safe and inclusive space for all its community members where everyone's rights are protected and respected.

In this regard, I reaffirm President Michael V. Drake's [April 30th statement](#) that the University of California remains committed to continuing to make space available and to protect protests and demonstrations.

In the midst of ongoing activity at your locations, I am writing to express my appreciation for your steadfast commitment to our mission to deliver world-class education and research, and to providing a high-quality educational experience for every student.

Unfortunately, I am also writing to inform you that the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) authorized a strike vote, likely to be held next week, related to the ongoing campus protests and the arrests that occurred. If the strike vote is successful, UAW's Executive Board will have the authority from their members to call a systemwide strike.

As you might imagine, the University is deeply alarmed, concerned, and disappointed that the UAW would choose this moment of crisis to take a vote to engage in an unlawful work stoppage, which will result in further educational disruptions to students who experienced so many of these in recent years.

Academic continuity is essential to the education and research mission of the University of California. In the event of a strike by the UAW bargaining units, the University remains committed to fulfilling its mission of teaching and research. While I hope contingency plans will not be needed, I ask that each location prepare them nonetheless, in order to

provide to the fullest extent possible, uninterrupted services to the students, including classroom instruction, in the event of a strike. Each location should also make plans for the preservation of research materials and adherence to the terms of contracts and grants.

The contingency plans should include the following:

- Identification of key personnel and relevant offices who will take responsibility for coordination with the campus Academic Personnel, Labor Relations, and Legal offices; and
- A mechanism to ensure that if work is withheld, that the absence is accurately recorded in campus time and attendance systems.

Continuity in Instruction

We sincerely hope there will be no disruption to regular instruction. However, in the event strike activity occurs, the University has an obligation to hold all classes we have committed to provide, including lectures, discussion sections, and labs. This means there must be contingency plans for instructors of record to certify if someone is missing their sessions and that alternative instructional capacity is made available to ensure students do not lose momentum in their efforts to complete their degrees. Steps should also be taken to ensure that grades will be turned in and are not altered.

I know you will find it useful to lean on your Teaching and Learning Centers for assistance with ensuring instructional continuity. Regular communication among faculty and their chairs, as well as coordination between the administration and local divisional academic senate leadership, are critical. The scope and the scale of the disruption—should it occur—will inform the need for augmented teaching support.

Continuity of Research

We recommend that your campus Office of Research should immediately engage with Principal Investigators (PIs) to assist in minimizing any impact a strike might have on the research mission, including developing or sharing existing processes for accurately recording and reporting personnel engagement on sponsored research. Remember that personnel expenses may only be charged to sponsored research for work actually performed. Principal Investigators are likely to need resources that support research continuity, fostering alternative plans to continue research in the event of a work stoppage, preservation of research materials, and effort reporting.

Instructor of Record and Principal Investigator Responsibilities

Pursuant to Regents Bylaw 40.1, the Regents of the University of California delegated to the Academic Senate, supervision of all courses and curricula in recognition that faculty participation in the shared governance of the University of California through the agency of the Academic Senate ensures the quality of instruction, research, and public service at the University while protecting academic freedom. The Academic Personnel Manual (APM – 410-20), which underwent management consultation and systemwide review,

provides that Teaching Assistants serve “under the active direction and supervision of a regular member of the faculty to whom responsibility for the course’s entire instruction, including the performance of Teaching Assistants, has been assigned.” Accordingly, the University relies on Instructors of Record to certify the accuracy of leave-reporting for Teaching Assistants in the local Time and Attendance systems.

Principal Investigators are reminded that federal research grants are subject to Uniform Guidance (2 C.F.R. Part 200), which establishes uniform administrative requirements, cost principles, and audit requirements, in addition to agency-specific reporting and cost principles. Principal Investigators have primary responsibility for financial management and control of project funds in accordance with University and sponsor policies and procedures. This includes ensuring accurate reporting of hours worked and wages charged to sponsored agreements. Principal Investigators are required to certify the accuracy of leave-reporting by employees in the local Time and Attendance systems.

While the University respects the right of employees to withhold their labor during a lawful strike, they can only be compensated for work they actually perform. Further, if a strike occurs, it will be an unlawful action as the University has closed contracts with all UAW bargaining units that prohibit strikes, work stoppages, or other concerted activities that interfere with University operations during the terms of the agreements. Instructors of Record and Principal Investigators should contact their Office of Labor Relations or Academic Personnel in the event that they have questions.

Resources

I recognize the frustration that uncertainty brings with the end of the spring semester and commencement activities for seniors, as well as ongoing education and research at quarter locations for the spring term. It is disconcerting to everyone involved when an Instructor of Record has to implement a contingency plan to ensure that all grades are turned in, or when an Instructor of Record or Principal Investigator declines to approve inaccurate TA or GSR absence/leave reporting in the Time and Attendance system. This is not the situation any of us would want to be in, and I hope that is not what will transpire. Many members of our academic community have especially strong feelings about this.

I understand those valid concerns, and this is not easy for any of us. However, we have responsibilities to our students that we must adhere to. Refusal to hold discussion sections and office hours, or leaving students without grades indefinitely for a course they have completed, impacts their educational progress, financial aid, applications for work and graduate school, commencement, and other career plans. We owe it to them to avoid having any of those disruptions come to pass.

We will need to work together to provide guidance to faculty not only with respect to academic continuity, but to ensure that faculty do not inadvertently violate California’s Higher Education Employee Relations Act (HEERA). Attached please find a “Strike

Resource for Faculty and PI/Supervisors who Supervise Graduate Student Employees,” developed by the Systemwide Labor Relations office. The purpose of the document is to

provide Instructors of Record and Principal Investigators with a resource on how to lawfully engage with TAs and GSRs, in the event of a strike.

I am also asking the Systemwide Academic Personnel and Programs office to work closely with Academic Senate leadership to seek feedback on what, if any, additional systemwide resources or guidance is needed. I trust that each location will be engaging in in the same manner with their divisional Academic Senate.

We will keep you informed in the coming days. Thank you all again for your thoughtfulness and hard work in support of our students and our academic community.

Best wishes,



Katherine S. Newman
UC System Provost and
Executive Vice President for Academic Affairs

UC Berkeley Chancellor's Distinguished Professor
of Sociology & Public Policy

Attachment

Strike Resource for Faculty Instructors of Record and Principal Investigator
Supervisors Who Supervise Graduate Student Employees

cc: President Drake

Chancellors

Academic Council Vice Chair Cheung

Executive Vice President and Chief Operating Officer Nava

Executive Vice President Rubin

Senior Vice President and Chief Compliance Officer Bustamante

Interim Senior Vice President Reese

Laboratory Director Witherell

Vice President Brown

Vice President/Vice Provost Gullatt

Vice Provost Haynes

Vice President Humiston

Vice President and Chief of Staff Kao

Vice President Lloyd

Vice President Maldonado

Vice Provosts/Vice Chancellors for Academic Personnel

Associate Vice Provost Jennings

Associate Vice Provost Lee

Associate Vice President Matella

Assistant Vice Provosts/Vice Chancellors for Academic Personnel

Chief Human Resource Officers

Graduate Deans

Executive Director Lin
Deputy General Counsel Woodall
Principal Counsel Hoppe
Chief of Staff Beechem
Deputy Chief HR Officer and Chief of Staff Henderson
Labor Relations Directors
Chief Policy Advisor McAuliffe

EXHIBIT 7

Confidential - not for distribution

FAQs for UC Supervisors regarding Strike Activity

1. Can we ask graduate student employees if they plan to strike?

No. Faculty, Instructors of Record, and Principal Investigators should not survey or communicate with graduate student employees concerning their intention to participate or not participate in a strike, only whether or not they are planning to be at work on specific dates. Asking graduate student employees about their intention to strike or participate in other union activities could be found to violate employee rights under the applicable labor laws. While we believe the strike is unlawful, we do not want to create additional legal risks related to alleged retaliation or interference claims.

2. Can we ask graduate student employees if they plan to come to work?

Yes. If UAW takes a strike vote, Faculty, Instructors of Record, and Principal Investigators can ask their employees whether they plan to perform their duties for the day or week. For example, the following questions can be asked: "I need to ensure research or instructional continuity in the coming weeks so that students' courses are covered and students can complete their credits for the [semester/quarter] and, where applicable, graduate. Are you planning to work on [date]?" It is important to understand, however, that employees may refuse to answer or may provide incorrect information. We encourage departments to engage in research and academic continuity planning now and take all proactive steps to minimize disruption.

3. Can we respond to questions asked by graduate student employees about the strike? No, questions from graduate student employees about the strike should be directed to UAW representatives, including questions regarding union membership, union activities, and strike-related activities. However, nothing prevents you from engaging in normal conversations with graduate student employees concerning subjects not related to union membership, union activities, or strike activities.

4. Should managers and supervisors, including instructors of record, principal investigators, and department chairs, meet with striking employees to hear their concerns and try to resolve them?

No. Such meetings and interactions could be considered direct dealing, which is impermissible. Supervisors can not engage in direct dealing with their union-represented employees, such as by soliciting and/or trying to resolve their grievances related to the strike or regarding other terms or conditions of their employment. Regardless of whether the strike is lawful or not, only the Labor Relations team of the Office of the President may meet with the Union to address concerns and resolve disputes related to a strike. This is true even though the University does not agree with the UAW's current assertion that the conflict and conduct underlying the strike is connected to terms and conditions of employment.

5. If the graduate student employee doesn't come to work as a result of a strike, will the graduate student employee's pay continue?

Generally, no. If any graduate student employee does not report to work as assigned, they will not be paid for that day. Graduate student employee pay will be reduced for absences during the strike unless the employee is on authorized leave, making it critical that attendance is tracked and absences are reported accurately. As is always the case, authorization for an absence may or may not be granted, depending on

operational, educational, and research necessity and without regard to the employee's reason for the requested leave. Please review decisions with Academic Personnel and Labor Relations prior to taking actions.

6. If a graduate student employee works during the strike, will they be paid?

If a graduate student employee performs work during a particular day, the employee should receive their normal compensation for that day. Pay will be based on leave recording which is why it is critical to monitor attendance and report absences accurately, irrespective of whether or not the absence is due to a strike. Graduate student employees will not be paid for striking and it is critical, for the reasons outlined above, that the University ensure that pay is aligned with work performed.

7. What are my obligations to report absences by graduate students and other employees during the strike?

As a supervisor, it is critical that you accurately track attendance and approve or reject absence submissions by graduate student employees in the campus time and attendance system during the strike. While accurate time reporting is always required, it is especially important for extramurally funded work, such as federal grants or state contracts. The University cannot use extramural funds as compensation for an absent performance. Only those costs which advance the goals of a project may be directly charged to that project; paying a graduate student out of a grant for an absence that should be unpaid will jeopardize the grant award, the Principal Investigator's reputation with the funding agency, and the University's ability to receive future awards.

8. When a strike is called or supported by a union, are graduate student employees represented by those unions able to come to work?

Graduate student employees who decide not to participate in the strike are free to come to work. The law protects the right of all employees to make that choice for themselves. Any graduate student employee, including a union member, has a right to refuse to participate in a work stoppage.

9. What can a graduate student employee do if they want to work, but are being confronted by picketers or striking employees and blocked from entering the work site? Pickets are lawful so long as they are peaceful, do not block access for other employees, do not interfere with the normal course of University business, and do not prohibit non-striking employees from working. In addition, non-striking employees should avoid confrontations and need not respond to any comments that picketers may direct at them. Non-striking employees should not invite or engage in any exchanges, which might inflame the situation. If any employee feels they are being harassed or prevented from working by picketers or striking employees, the employee should notify their supervisor and contact Academic Personnel and Employee Labor Relations.

10. Can graduate student employees engage in picketing or protesting on their own time?

Yes. As stated above, UC has a long tradition of respecting the civil expression of individual views. Individual graduate student employees are free to express their rights so long as such participation is during non-work time, does not conflict with their agreed upon work duties, or violate established University policies including the student code of conduct.

11. How should managers and supervisors respond if a represented employee talks about the strike, their personal strike plans, or goes out on strike?

In response to a question about the strike, supervisors should direct graduate student employees to their union for further information. If represented graduate student employees ask for more information or for your opinion about the strike, you should explain that while you support and care about your students, you cannot talk more about the process at this time. It is critical that employees understand what to say and what not to say during these conversations because it is unlawful to discourage an employee from striking or retaliate against employees because they have engaged in lawful strike activity. While the University believes the strike by UAW is an unlawful one, we should not take any actions that create legal risk. Retaliation in this context can include treating represented employees negatively, giving them the “cold shoulder,” discouraging participation in a strike, increasing their workload in anticipation of a strike, or changing the terms and conditions of their employment because of the strike. This is true even if the employee’s absence will cause disruption to the instruction or research work of the university, faculty member, or researcher.

12. What happens if an employee strikes, but they are the primary person responsible for the maintenance and care of biological research materials?

PIs and supervisors should communicate with essential personnel as soon as possible. PIs and supervisors should keep conversations focused on the research project and its continuity rather than on an employee’s intention to strike. See question number two above. PIs and supervisors should not ask whether employees are going out on strike. Research continuity plans should be put in place to mitigate disruption during the strike, anticipating that unit employees will not be in the lab during that time. If there are health and safety concerns related to labor disruptions, the campus labor relations office should be contacted.

13. What can be said to graduate students in advance of a strike regarding their strike plans if they are also student employees?

You cannot ask an employee whether they intend to strike. However, many graduate students hold dual roles: they are students as well as employees. You can and should ask graduate students questions related to their student status, such as whether they intend to fulfill their academic responsibilities and obligations to a research project, including during a potential strike. In having these conversations, you should keep the focus on academic and project responsibilities and not on employment related questions, such as whether the individual may also be planning on striking.

14. Can UAW penalize its members for not striking?

This depends on the UAW’s by-laws and applicable state law.

15. If an employee asks whether they can resign from the union, how should I respond?

All questions regarding union membership should be referred to the employee’s union.

16. Can a graduate student worker work some hours of their assigned work responsibilities and strike during other hours of their assigned work responsibilities?

Employees cannot go on a partial strike. If the employee is participating in the strike they cannot pick and choose when they work. Employees, however, who choose not to strike can still picket on their own time so long as such participation is during non-work

time, does not conflict with their agreed upon work duties, or violate established University policies including the student code of conduct.

EXHIBIT 8

Strike authorization vote



academic-fed Sympa List (request) <academic-fed-request@lists.u...

Today at 2:39 PM

on behalf of Philip H Kass <phkass@ucdavis.edu>

To: academic-senate Sympa List; academic-fed Sympa List; Cc: Edwin M Arevalo; +1 more

Dear Colleagues,

We have been informed that UAW Local 4811—which represents graduate student researchers, academic student employees, postdoctoral scholars, and academic researchers—is holding an online strike authorization vote between May 13 and May 15. The UAW alleges that several University of California campuses engaged in unfair labor practices related to ongoing campus protests.

If UAW members vote in favor of a strike, UAW's Executive Board will have the authority to call a strike. The information we have so far is that, if a strike is authorized, the UAW intends to call a "standing" or rolling strike. This means that campuses may not all be affected by work stoppages simultaneously. This also means the UAW may start with small, localized work stoppages and expand them in scope or location should the UC refuse to meet their demands.

The UC's position is that if such a strike is approved and carried out, it is an illegal strike because the UAW contract includes a no-strike clause. However, the UAW contends that its actions are legal and justified. Ultimately, any such strike's legality will be determined months or years from now by the Public Employment Relations Board and the California Courts of Appeal.

In the event we experience significant strike activity or work stoppages on our campus, we will issue guidance on maintaining the academic continuity essential to the education and research functions of UC Davis. We will continue to communicate with you as developments warrant.

Sincerely,

Jean-Pierre Delplanque
Vice Provost and Dean, Graduate Studies

Philip Kass
Vice Provost, Academic Affairs

Philip H. Kass
Vice Provost—Academic Affairs
Distinguished Professor of Analytic Epidemiology,
Population Health and Reproduction (Veterinary Medicine), and
Public Health Sciences (Medicine)
University of California, Davis

EXHIBIT 9

PERB Received
05/17/24 13:58 PM



Fwd: Continuity of Instruction and Research

Tue, May 14, 2024 at 2:52 PM

----- Forwarded message -----

From: **CPEVC Lori Kletzer** <officeofcpevc@ucsc.edu>

Date: Tue, May 14, 2024 at 1:27 PM

Subject: Continuity of Instruction and Research

To:

To: Deans, Department Chairs, College Provosts, Principal Investigators, Faculty
Cc: Assistant Deans, AHR Coordinators, Department Managers

May 14, 2024

Dear Colleagues:

I am writing today to update and inform you about developments regarding our academic student employees (ASEs). On May 3, 2024, the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) filed Unfair Labor Practice charges against the University of California, related to ongoing campus protests and arrests that followed at other UC campuses. UAW 4811 is conducting a strike authorization vote from May 13-15. If the strike vote is successful, UAW's Executive Board will have the authority from their members to call a systemwide strike.

The University disagrees with the Union's position and views this potential work stoppage as an unlawful one that violates the clear terms of the collective bargaining agreements between the parties, which prohibits strikes, work stoppages, and any other concerted activities that interfere directly or indirectly with University operations during the life of the current collective bargaining agreements.

UC has a long tradition of respecting the civil expression of individual views, and individual graduate student employees are free to exercise their rights so long as such participation does not conflict or interfere with their work responsibilities, and does not violate University policies, including the Student Code of Conduct.

In the event of a work stoppage, our primary goal is to minimize the disruptive impact, especially in light of the many educational and research disruptions that have affected students and researchers in recent years. Academic continuity is essential to the education and research mission of the University of California and it is a core responsibility to our students.

PERB Received
Continuity in Instruction
05/17/24 1:58 PM

In the event strike activity occurs, the University has an obligation to hold all classes we have committed to provide, including lectures and other primary class meetings, discussion sections, and labs. This means there must be contingency plans for department chairs to know and record if an instructor of record, including graduate student instructors (GSI), is not teaching their class meeting and for instructors of record to know and record if a TA is not conducting their discussion sessions and/or labs. **If scheduled instruction does not take place, student learning must be facilitated through alternative means so that students can continue to make progress toward course learning outcomes and maintain progress in their efforts to complete their degrees. Steps should also be taken to ensure that grading will be completed and grades submitted to meet deadlines.** Instructors of record should make efforts now to have a record of all existing student grades if they supervise TAs, and faculty mentors should do the same for the grade books of their GSIs.

Instructors may find assistance in working to ensure instructional continuity in dialogue with their department colleagues and department chair. The Teaching and Learning Center has [resources available for instructional continuity](#) in a wide range of circumstances and has prepared [new resources specific to labor actions](#). These resources will likely be modified and expanded in the coming days with material relevant to current circumstances.

Continuity of Research

Similarly, it is essential for Principal Investigators (PIs) to engage in efforts to minimize any impact a strike might have on our research mission.

I encourage you to consider planning for the following:

Deliveries — Deliveries of cryogenics, gas cylinders and other critical research supplies may be affected if delivery drivers are unwilling to cross picket lines, so please plan accordingly with respect to the deliveries of critical or perishable research items.

Sensitive research assets — PIs should make backup arrangements now to ensure continuous care of sensitive research assets, including animals, plants and cell lines. Make sure research data assets are stored in accessible locations.

Research facilities — We do not anticipate that access to research facilities will be affected for those who will continue to work on campus.

One key responsibility for PIs is the accurate recording and reporting of personnel engagement on sponsored research. Personnel expenses may only be charged to sponsored research for work actually performed.

PIs are encouraged to work with the Office of Research to develop plans to continue research in the event of a work stoppage, including preservation of research materials, and effort reporting. Questions can be directed to vcr@ucsc.edu

Instructor of Record and Principal Investigator Responsibilities

While the University respects the right of employees to withhold their labor during a lawful strike, they can only be compensated for work they actually perform. Further,

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05/17/24 13:58 PM

if a strike occurs following the strike authorization vote, it is the University's position that it will be an unlawful action as the University has closed contracts with all UAW bargaining units that prohibit strikes, work stoppages, or other concerted activities that interfere with University operations during the terms of the agreements.

Pursuant to [Regents Bylaw 40.1](#), the Regents of the University of California delegated to the Academic Senate supervision of all courses and curricula in recognition that faculty participation in the shared governance of the University of California, through the agency of the Academic Senate, ensures the quality of instruction, research, and public service at the University while protecting academic freedom. The Academic Personnel Manual ([APM – 410-20](#)) provides that Teaching Assistants serve “under the active direction and supervision of a regular member of the faculty to whom responsibility for the course’s entire instruction, including the performance of Teaching Assistants, has been assigned.” Accordingly, the University relies on Instructors of Record to certify the accuracy of leave-reporting for Teaching Assistants in our CruzPay time and attendance system.

Principal Investigators are reminded that federal research grants are subject to Uniform Guidance ([2 C.F.R. Part 200](#)), which establishes uniform administrative requirements, cost principles, and audit requirements, in addition to agency-specific reporting and cost principles. Principal Investigators have primary responsibility for financial management and control of project funds in accordance with University and sponsor policies and procedures. This includes ensuring accurate reporting of hours worked and wages charged to sponsored agreements. Principal Investigators are required to certify the accuracy of leave-reporting by employees in our CruzPay time and attendance system.

Supervisors of TAs, GSIs, GSRs, Postdocs, and Academic Researchers are responsible for ensuring their employees are submitting leave taken accurately. Moreover, it is critical that supervisors and their employees are submitting leave reports each period, whether or not any leave was taken. In the event an employee submits an inaccurate leave report, the supervisors should reject the leave report in CruzPay and ask the employee to re-submit it.

Leave Without Pay should be recorded on an employee's leave report in the event they were scheduled to work but did not work. Personal Time Off (GSRs and Postdocs), Short Term Leave (TA/GSIs) or vacation or sick leave (Professional Researchers, Project Scientists, Specialists) is **not permitted** to be used for strike purposes unless the PTO, STL, vacation, or sick leave was approved in advance.

I acknowledge that these issues are difficult and contested. Aligning pay with work is not a disciplinary move; in fact, UAW 4811 posts on [its website](#), “UC also has the right to not pay us for the work we don’t do while on strike.” In regard to leave-reporting, [the UAW 4811 website](#) offers, “The University may ask Academic Workers to ‘attest’ as to whether they worked, or not, during a strike. These are forms that Universities sometimes use to assess whether or not to deduct pay for work not performed during a strike. It is unlawful to ask workers to fill out strike attestation forms before a strike or before labor is withheld. There is power in numbers: workers should fill out these forms truthfully and accurately, but only after the work has been struck.”

Instructors of Record and Principal Investigators should contact their Office of Labor Relations or Academic Personnel in the event that they have questions.

PERB Received
Resources for Faculty and PIs

With five weeks remaining in spring quarter, I recognize the strong feelings and reactions that this situation creates. Knowing what to do can feel uncertain for many. We all, however, have responsibilities to our students, largely undergraduate students, and we have responsibilities to conduct our sponsored research. Not conducting primary class sessions or discussion sections, labs, and office hours, or leaving students without grades indefinitely for a course they have completed, can impact their educational progress, financial aid, applications for work and graduate school, commencement, and other career plans. We must work to minimize these disruptions.

In our continuity plans, it is important that faculty not inadvertently violate California's Higher Education Employee Relations Act (HEERA). The attached FAQs, developed by Systemwide Labor Relations, can be a helpful resource.

Please treat these FAQs as confidential and do not further distribute.




 **FAQs_051324.pdf**
74K

EXHIBIT 10



OFFICE OF THE PRESIDENT
1111 Franklin Street, 12th Floor
Oakland, California 94607-5200

May 15, 2024

You are receiving this message as an employee represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). In light of UAW's strike vote, we are writing to explain how the UC will respond to anticipated work stoppages, and UC's position that any strike is unlawful because the parties have agreed upon no-strike provisions in their collective bargaining agreements (CBA).

However, before turning to that guidance, it is important to acknowledge how difficult the last several weeks have been. The protests and encampments across the UC system and the nation demonstrate that there is passionate dissent, concern, and outrage regarding the ongoing events in the Middle East. Passionate debate and dissent are critical components at all institutions of higher education and the University of California supports free speech, lawful protests, and your right to engage in the same.

At the same time, we have a duty to ensure that all speech can be heard, that our entire community is safe, and that our property and common areas are accessible for all. These duties require the UC to take action when protests endanger the community and violate our shared norms regarding safe behavior and the use of public spaces. Importantly, UC's actions have not been tied to negotiations with UAW or any employment issues whatsoever, but rather the need to restore safety to our public spaces and our UC community.

UAW has filed an unfair labor practice (ULP) charge in response to UC's actions alleging that UC's actions violate the law governing public employees. UAW's ULP's was filed with the Public Employment Relations Board (PERB). PERB has not reviewed or issued a finding with respect to UAW's charges.

Although UC respects UAW's right to file a ULP with PERB and to otherwise take lawful action to assert its members' rights, UC strongly disagrees that our actions constitute an unfair labor practice. Simply stated, none of the University's actions are tied to the terms and conditions of employment, or to employment status.

Even if PERB disagrees and determines that UC engaged in an unfair labor practice, the UC does not believe that UAW is allowed to authorize a strike. This is true because UC and UAW have collective bargaining agreements (CBA) that clearly prohibit strikes during the agreements. One example of that language states the following: *"The UAW, on behalf of its officers, agents, and members, agrees that there shall be no strikes, including sympathy strikes, stoppages, interruptions of work, or other concerted activities which interfere directly or indirectly with University operations."*

Based on that language, the University's position is that the Union's strike is unlawful, and as a result, a work stoppage is not protected strike activity. This means that participating in the strike

does not change, excuse, or modify, an employee's normal work duties or expectations. And, unlike a protected strike, you could be subject to corrective action for failing to perform your duties.

The University will continue to work to resolve these issues with UAW and with PERB. In the meantime, UC must take action now to support its education and research mission, including ensuring that there is no disruption to the education of students. In doing that, it will take the following steps that may impact you.

1. Align Pay with Work Performed

The University has a responsibility as a public employer to align pay to work provided to the institution, consistent with the award of federal grant funds and the allocation of State funds committed to the University as a public trust. Accordingly, UC must take steps to ensure that pay is aligned with the work performed. To be clear, this means we cannot pay workers who are on strike.

Therefore, if you withhold your labor during UAW's work stoppage, you must report that time as a "leave without pay" in the leave reporting system. This applies to missing all or part of your duties on a given day due to the strike. For partial-day absences, employees should also enter their absence as a partial-day absence, again recording the number of hours missed during the work-day as "leave without pay."

Employees are always asked and required to honestly and accurately report their absences and that obligation is ongoing during a work stoppage. Failure to honestly report an absence from work in any circumstance, including for a work stoppage, may result in an overpayment of public funds requiring corrective action. It is important to understand that failing to accurately report leave and, therefore, receiving an overpayment of funds is a serious violation.

2. Ensure Education and Research Continuity Efforts

UC must take steps to ensure that its students receive continuity in education and grades and that its research continues. Employees who actively obstruct UC's ability to meet these important goals, for example, by intentionally withholding grades, will be subject to corrective action.

Thank you for reviewing this message carefully. We appreciate your valuable contributions to the University's mission of education and research.

EXHIBIT 11



PERB Received
05/17/24 13:58 PM

Fwd: Information Regarding UAW Strike Authorization Vote

1 message

Begin forwarded message:

From: Office of the Executive Vice Chancellor <info@evc.ucsb.edu>

Date: May 16, 2024 at 8:00:29 AM PDT

To: undisclosed-recipients;

Subject: Information Regarding UAW Strike Authorization Vote

This message is distributed to Academic Student Employees, Graduate Student Researchers, Academic Department Chairs & Deans, and Academic Unit Directors ([Click here to view description of distribution groups.](#))

UC **SANTA BARBARA**

Office of the Executive Vice Chancellor

May 16, 2024

To: Academic Student Employees, Graduate Student Researchers

From: David Marshall, Executive Vice Chancellor
Dana Mastro, Associate Vice Chancellor for Academic Personnel
Michael Miller, Associate Vice Chancellor for Undergraduate Education
Linda Adler Kassner, Associate Vice Chancellor for Teaching and Learning

Re: Information Regarding UAW Strike Authorization Vote

The UAW strike vote has resulted in an authorization to call a strike. This does not mean that a strike will occur on our campus. Academic student employees may be called upon to strike on particular campuses at different times, while others may be asked to participate in rallies or other activities.

The UAW claims this strike authorization vote is based on the responses of other UC campuses to the student protests. It claims that these responses constitute an unfair labor practice related to the terms and conditions of employment. The UAW has articulated demands unrelated to employment that include divestment from weapons manufacturers, military contracts, and companies tied to the conflict in Gaza. The University of California disagrees with the UAW's claims linking such issues and incidents to labor practices or the terms and conditions of employment.

The University of California and the UAW currently have collective bargaining agreements in place governing the terms and conditions of all UAW represented employees, and those agreements include clear provisions against strikes ([ASE contract](#) and [GSR contract](#)). Therefore, the university believes any strike at this time would be

illegal and a clear violation of the terms of the collective bargaining agreements between the UC and the UAW.

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05/17/24 13:58 PM

Although the university and the UAW do not agree on the legality of a potential strike, both the university and the UAW agree that any employees who choose to strike will not receive pay for the time they are on strike. The union acknowledges that participants who engage in a work stoppage will not be paid for time they are not working. Furthermore, federal guidelines do not allow the university to pay employees on federal grants if they are not working. Please note that employees who continue to perform their work will receive regular pay, as always. Any academic employee, including a union member, has a right to refuse to participate in a work stoppage.

Academic student employees are expected to report time they have not worked in the Kronos timekeeping system as “ASE Unpaid Time Off” or “GSR Unpaid Time Off.” Employees may not use paid Personal Time Off (PTO) to participate in strike activity. Please note that the UAW has advised academic student employees to fill out such leave reporting forms “truthfully and accurately.”

Although faculty supervisors may not ask students if they plan to strike, they may inquire about their work plans on particular days in the context of their responsibility to maintain continuity in research and teaching.

As the UAW acknowledges, students are expected to continue making academic progress during a work stoppage. Consequently, faculty will expect students to fulfill their academic responsibilities and obligations to a research project, even during a strike. It is appropriate for faculty supervisors to ask questions that focus on academic and project responsibilities. The UAW has acknowledged that student employees could help research supervisors prepare for a strike—for example, by “advance-planning your experiments or informing supervisors that they may need to make alternative plans to take care of these subjects.”

We recognize that academic student employees have the same rights as faculty members and other citizens to express their views and opinions as private individuals outside the classroom or the lab. The Faculty Code of Conduct prohibits “the significant intrusion of material unrelated to the course” when teaching. Graduate student instructors, undergraduate learning assistants, and other academic employees should also respect the principles and boundaries of academic freedom, which relate to academic subject matter. We urge everyone to respect our [Principles of Community](#).

Finally, it is impermissible for managers and supervisors to attempt to resolve grievances related to the strike in meetings with represented employees. Faculty and supervisors should not discuss questions regarding union membership, union activities, and strike related activities with graduate student employees. Consequently, please understand that chairs and faculty supervisors should not open up meetings or listservs for such discussions.

We respect the right of graduate students to express their views and engage in legal, protected labor actions. Our campus has a tradition of peaceful protest and political engagement and we encourage respectful dialogue and debate about the difficult and often divisive issues that face us here and in the world.

Thank you.

cc: Department Chairs and ORU/Center Directors

PERB Received

05/17/24 13:58 PM

EXHIBIT 12

----- Forwarded message -----

From: **Executive Vice Chancellor** <adminrec@ucsd.edu>

Date: Thu, May 16, 2024 at 6:03 PM

Subject: Information Regarding UAW Strike Activity



CAMPUS NOTICE

OFFICE OF THE EXECUTIVE VICE CHANCELLOR

May 16, 2024



ALL ACADEMICS AND STAFF AT UC SAN DIEGO

Information Regarding UAW Strike Activity

Dear Colleagues,

As you may have heard, members of United Auto Workers (UAW) Local 4811, which represents four bargaining units of UC academic appointees – graduate student employees (Graduate Student Researchers and Academic Student

Employees), postdocs, and academic researchers – voted to authorize a work stoppage (strike). This strike violates the no-strike clauses in the current bargaining agreements between the UAW and the University of California. You can find the [latest University of California information on the strike online](#), including a [high-level FAQ](#). We do not know at this time if the UAW Executive Board will call for a UC-wide or local (at UC San Diego) strike. The duration of a strike, if the UAW calls for one, is unknown.

UC San Diego will do everything it can to ensure the continuity of learning and research during this time, but we anticipate that some undergraduate, graduate, and research activities may be impacted. Currently, there are no plans to change class schedules, office hours or campus services. **UC San Diego will provide additional information, including links to campus messaging and an online FAQ, in the coming days.**

UC San Diego respects the rights of represented employees to engage in protected concerted activity, including the right to engage in lawful strikes. Supervisory and managerial employees should refrain from interfering with an employee's rights to engage in protected union activity. Interference includes, but is not limited to, asking them about their union activity, including whether they intend to strike. It is permissible to ask employees if they plan on working or being absent (but not if they will be on strike) so that continuity of operations can be maintained. If you have any questions about what you can or cannot say to represented employees, please contact the [Office of Labor Relations](#).

Recording Time

It is essential that departments accurately record employee absences. Both authorized and unauthorized absences, including those absences when work is withheld as part of a strike or protest, need to be recorded in Ecotime. In addition to reporting absences (also called "leave reporting"), please note that accurate effort reporting on sponsored research awards is a federal and university requirement; personnel expenses may only be charged to sponsored research awards for work actually performed.

All supervisors have access to Ecotime and should view and approve or disapprove leaves for their employees. If you are a PI with Graduate Student Researchers (GSRs), postdocs, and/or academic researchers, you are a supervisor. If you are an Instructor on Record (IOR) with Academic Student Employees (ASEs, e.g., TA, tutor, or reader), you are also a supervisor. It is important as a supervisor to properly record all absences of your employees. *Instructors of Record and Principal Investigators should contact their Office of*

Instructors of Record and Principal Investigators should contact their Office of Labor Relations or Academic Personnel if they have questions.

Continuation of Academic Activity

While the strike is ongoing, class sessions, examinations, and other academic activities should continue and the university expects that all students will complete their academic work. We understand that this situation is extremely challenging. We greatly appreciate your resiliency and dedication to student learning during this time.

While one must prepare for potential absences in the event of a UAW strike, Instructors of Record should not survey or communicate with ASEs concerning their intention to participate or not participate in a strike. All that may be asked is whether employees are planning to be at work on specific dates.

Research Continuity

In the spirit of promoting successful research continuity, please be mindful of the following federal requirements:

1. Principal Investigators are required to ensure that effort reporting on sponsored project activity is accurate and verified. Employees are required to accurately record their time worked on sponsored projects via the Ecotime system; supervisors are required to approve reported time worked.
 - a. Accurate effort reporting on sponsored research awards is a federal and university requirement; personnel expenses may only be charged to sponsored research awards for work actually performed. Principal Investigators have primary responsibility for financial management and control of project funds in accordance with University and sponsor policies and procedures. This includes ensuring accurate reporting of hours worked and wages charged to sponsored agreements.
2. Principal investigators (PIs) and research group leads should make plans now for alternate workflows to be prepared in the event that Graduate Student Researchers, Postdoctoral Scholars, and Academic Researchers do not appear at scheduled work times.

3. Research facilities do not need to cease operations, but may need to

3. Research facilities do not need to cease operations, but may need to adjust workflow if work stoppages occur.
4. While one must prepare for potential absences in the event of a UAW strike, Principal Investigators should not survey or communicate with GSRs, Postdocs, and Academic Researchers concerning their intention to participate or not participate in a strike. All that may be asked is whether employees are planning to be at work on specific dates.

In Closing

The UC San Diego Principles of Community remind us to maintain the fairness, cooperation, and professionalism that will foster the best possible working and learning environment, even in times of disagreement. Triton academics, staff, and students are expected to practice these principles in all of their endeavors.

UC San Diego affirms each individual's right to dignity and freedom of expression. We are committed to sustaining a climate that supports our common academic mission.

We will continue to provide information via Campus Notices and plan to share information on a university webpage in the coming days. Thank you for your commitment to the scholarly and educational mission of UC San Diego. We appreciate your flexibility during these circumstances.

Best regards,

Elizabeth H. Simmons

Executive Vice Chancellor

Corinne Peek-Asa

Vice Chancellor for Research and Innovation

James Soto Antony

Dean, Division of Graduate Education and Postdoctoral Affairs

University of California San Diego, [9500 Gilman Drive, La Jolla, CA, 92093](https://www.ucsd.edu/9500-Gilman-Drive-La-Jolla-CA-92093)

██████████

UC San Diego

PERB Received
05/17/24 13:58 PM

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PROOF OF SERVICE

I declare that I am a resident of or employed in the County of Los Angeles,
State of California. I am over the age of 18 years. The name and address of my
Residence or business is 6300 Wilshire Boulevard, Suite 2000, Los
Angeles, California 90048

On May 17, 2024, I served the Second Amended Unfair
(Date) (Description of document(s))

Practice Charge _____ in Case No. SF-CE-1462-H.
(Description of document(s) continued) PERB Case No., if known)

on the parties listed below by (check the applicable method(s)):

- ☐ placing a true copy thereof enclosed in a sealed envelope for collection and delivery by the United States Postal Service or private delivery service following ordinary business practices with postage or other costs prepaid;
- ☐ personal delivery;
- ☒ electronic service - I served a copy of the above-listed document(s) by transmitting via electronic mail (e-mail) or via e-PERB to the electronic service address(es) listed below on the date indicated. *(May be used only if the party being served has filed and served a notice consenting to electronic service or has electronically filed a document with the Board. See PERB Regulation 32140(b).)*

(Include here the name, address and/or e-mail address of the Respondent and/or any other parties served.)

Allison Woodall
allison.woodall@ucop.edu
UCPERB@ucop.edu

Daniel Menezes
Daniel.Menezes@ucop.edu

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on May 17, 2024,
(Date)
at Los Angeles, California.
(City) (State)

Emily A. Hero

(Type or print name)



(Signature)